



## **AGENDA - CITY COUNCIL MEETING**

April 5, 2022

6:30 p.m.

1. **CALL TO ORDER.**
2. **PLEDGE OF ALLEGIANCE - Invocation will be given by Sixth Ward Councilmember Will Forgrave**
3. **ROLL CALL.**
4. **ADOPTION OF AGENDA.**
5. **PRESENTATIONS/PROCLAMATIONS.**
6. **PUBLIC HEARINGS.**
7. **CITIZEN COMMENTS. (3-Minute Limit)**
8. **PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES. (Accept & Place on File).**
  - A. **March Board of Review Meeting Minutes**
  - B. **Social District Update**
9. **CONSENT CALENDAR**
  - A. **Minutes of the Regular Meeting of March 22, 2022**  
*Approve the minutes of the regular City Council Meeting of March 22, 2022.*

**B. Reappointments to the Jackson Area Transportation Authority**

*Approval and confirmation of the Mayor's recommendation to reappoint Chelsea Poole and Lezlie Bowles to the Jackson Area Transportation Authority Board of Directors, each for a term of three years, beginning immediately and ending on 3/31/25.*

**C. Approve a Revocable License for a Building Mounted Blade Sign at The Blue Julep at 143 W. Michigan Avenue**

*Approve a revocable license for The Blue Julep for the installation of a building mounted blade sign within the Michigan Avenue public right-of-way at 143 W. Michigan, and authorize the Mayor and City Clerk to execute the appropriate document(s).*

**D. Amend the Mayor's Recommended Appointment to the Environmental Commission**

*Amend the Mayor's recommendation to appoint Jane Flores to fill a vacancy on the Environmental Commission for a three-year term, beginning June 1, 2022 and expiring on May 29, 2025.*

**E. Approve a Resolution Supporting an Application for the RAISE (Rebuilding American Infrastructure with Sustainability and Equity) Grant to Improve the Martin Luther King, Jr. Drive Corridor Between South Street and Morrell Street**

*Approve the RAISE grant resolution of support to reconstruct and redevelop Martin Luther King, Jr. Drive between South and Morrell Streets, with a City match of up to \$3,930,346.*

**10. OTHER BUSINESS.**

**A. Second Reading – Community Garden Ordinance**

*Approval of the Community Gardens Ordinance – as recommended by the Jackson City Planning Commission.*

**11. NEW BUSINESS.**

**A. Request to Adopt a Resolution Approving Selected Projects for Additional Funds for the 2023-2026 Transportation Improvement Plan (TIP)**

*Adopt a resolution to approve the project list as selected for inclusion in the 2023-2026 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected projects.*

**B. Changes to the Standard Lighting Contract for Streetlights with Consumers Energy for the Addition of Seven New Streetlights**

*Approve the resolution for changes to the Standard Lighting Contract for seven*

*streetlights with Consumers Energy and authorize the Mayor and City Clerk to execute the appropriate documents.*

**C. Request to Adopt a Resolution Approving the Project as Selected for the FY 2022 Federal Highway Funds Inclusion in the 2020-2023 Transportation Improvement Plan (TIP)**

*Adopt a resolution to approve the project as selected for the FY 2022 Federal Highway Funds in the 2020-2023 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected projects.*

**D. Resolution to Apply for Local Bridge Program Funding Martin Luther King, Jr. Drive bridge over the Grand River**

*Approve a resolution for application to the Michigan Department of Transportation (MDOT) for Local Bridge Funding, authorization for the Mayor and City Clerk to execute the resolution, and authorization for the City Engineer to file an application for the Martin Luther King, Jr. Bridge over the Grand River.*

**E. Resolution to Apply for Local Bridge Program Funding for Preventative Maintenance for Three Bridges within the City of Jackson**

*Approve a resolution for application to the Michigan Department of Transportation (MDOT) for Local Bridge Program Funding, authorization for the Mayor and City Clerk to execute the resolution, and authorization for the City Engineer to file an application for Preventative Maintenance on three bridges within the City.*

**F. Approve the Sale of the Hotel Hayes, City Owned Property Located at 228 W. Michigan Avenue to J. Jeffers & Co. for \$25,000**

*Approve the sale of the Hotel Hayes, located at 228 W. Michigan Avenue to J. Jeffers & Co. of Milwaukee, Wisconsin for \$25,000.00. Authorize the City Manager to sign the Purchase Agreement and Property Transfer and Development Agreement; and any other authorized documents to complete the sale of the Property, making minor modifications as necessary.*

**12. CITY COUNCILMEMBER'S COMMENTS.**

**13. MANAGER'S COMMENTS.**

**14. ADJOURNMENT.**

CITY OF JACKSON, BOARD OF REVIEW  
MINUTES OF THE ORGANIZATIONAL MEETING  
March 8, 2022

The City of Jackson Board of Review for March 2022 is being held on the 9<sup>th</sup> floor of City Hall. Notice of the Organizational meeting has been properly posted, the meeting of the 2021 March Board of Review was held as follows:

**Meeting called to order** on *March 8, 2022* at 9:37 AM by David Taylor.

Roll Call made by Jason Yoakam, Secretary of the Board of Review. Present: David Taylor , Thomas Schindler, James Hines. Absent: None . Also present: Jason Yoakam, Assessor; Aaron Cox, Assessor's office appraiser.

**Public Comments:** None.

**Secretary Comments:** Mr. Yoakam reviewed the purpose of the organizational meeting, the 2021 inflation rate multiplier of 1.033, the limited authority of the board regarding the disabled veteran's exemption, poverty exemptions, overall valuation changes for each class and the work completed by the Assessor's office in preparation for the 2022 assessment roll.

**Election of Officers:**

Motion made by Thomas Schindler , supported by James Hines to nominate David Taylor as Chairman. Motion carried.

Motion made by David Taylor , supported by James Hines to nominate Thomas Schindler as Vice-Chairman. Motion carried.

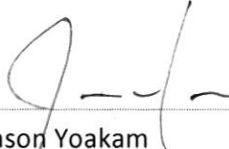
**New Business:** The board reviewed and voted on petitions 001 through 031 with an affirmative vote for all.

**Adjournment:**

Motion to adjourn by David Taylor , supported by James Hines . Motion carried, the board adjourned at 10:18 AM

**MAR 08 2022**

Date

  
\_\_\_\_\_  
Jason Yoakam  
Secretary of the Board of Review

# CITY OF JACKSON MINUTES OF THE MARCH 2022 BOARD OF REVIEW

All members having previously received the oath of office, the Board of Review Organizational Meeting was held on *March 8, 2022* and was called to order at 9:33 AM. Copies of the Organizational Meeting are attached hereto and made a part hereof by reference.

Pursuant to the provision of Article 14, Section 14.5 of the City Charter, the Board convened in Annual Session on *March 14, 2022* at 9:00 AM. David Taylor

Motion to commence the 2022 March Board of Review by, supported by James Hines . Motion carried.

Roll Call made by Jason Yoakam, Secretary of the Board of Review. Present: David Taylor , Thomas Schindler and James Hines. Also present Jason Yoakam, Assessor; Aaron Cox, Appraiser.

Public Comments: None.

*March 14, 2022*: Motion to recess by David Taylor , supported by Thomas Schindler . Motion carried, the board recessed at 12:01 AM

*March 14, 2022*: Motion to reconvene by David Taylor , supported by Thomas Schindler . Motion carried, the board reconvened at 1:02 PM.

*March 14, 2022*: Motion to adjourn by David Taylor , supported by James Hines . Motion carried, the board adjourned at 4:06 PM .

*March 15, 2022*: Motion to reconvene by David Taylor , supported by Thomas Schindler . Motion carried, the board reconvened at 2:31 PM

*March 15, 2022*: Motion to recess by Thomas Schindler , supported by David Taylor . Motion carried, the board recessed at 6:00 PM

*March 15, 2022*: Motion to reconvene by James Hines , supported by Thomas Schindler . Motion carried, the board reconvened at 6:30 PM

*March 15, 2022*: Motion to approve all the decisions as indicated for each appeal attached by James Hines , supported by Thomas Schindler . Motion carried.

*March 15, 2022*: Motion to adjourn by David Taylor , supported by James Hines . Motion carried, the board adjourned at 9:00 PM

  
\_\_\_\_\_  
David Taylor  
Chairman, Board of review  
\_\_\_\_\_  
Jason Yoakam  
Secretary of the Board of Review

CITY OF JACKSON  
MARCH 2022 BOARD OF REVIEW LOG

Hearing Date	Petition No.	Petitioner	Parcel #	Appeal (W/P)	Appeal type	Action Date	BOR Action	Prop Address	Tentative Assessed Value	Tentative Taxable Value	Revised Assessed Value	Revised Taxable Value	Tetative Class	Revised Class
3/8	001	MARY C KUEHN	3-122300000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	910 W S WEST AVE	57,900	33,708	0	0	401	n/c
3/8	002	WINNETTA BROWN	5-138000000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	206 WALL ST	29,200	22,782	0	0	401	n/c
3/8	003	ELAINE WORTHY	8-092200000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	929 EDGEWOOD ST	92,600	59,679	0	0	401	n/c
3/8	004	NATHAN CROSS	3-281200000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	746 WOODFIELD DR	54,600	47,710	0	0	401	n/c
3/8	005	JASON GIBSON	2-166800000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	816 N WEST AVE	53,200	45,332	0	0	401	n/c
3/8	006	WILBUR LAWRENCE TRUST	4-158800000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	162 W EUCLID AVE	31,000	19,133	0	0	401	n/c
3/8	007	CHARLES & CYNTHIA CURY	2-239900000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	544 COMMONWEALTH AVE	45,400	35,520	0	0	401	n/c
3/8	008	DANIEL CLAY	3-064700000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	117 S WISNER ST	65,200	62,289	0	0	401	n/c
3/8	009	JAMES & AMANDA JORDON	3-072300000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	1215 W WASHINGTON AVE	68,600	67,145	0	0	401	n/c
3/8	010	BRIAN FELDE LE	8-2025.5000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	308 E MONROE ST	33,200	27,581	0	0	401	n/c
3/8	011	DALE J JR & MARY E WALLACE TRUST	2-0123.0700	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	806 W MICHIGAN AVE #107E	32,500	21,088	0	0	401	n/c
3/8	012	PACK LAWRENCE JR & IVY MAY	2-241200000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	624 COMMONWEALTH AVE	55,600	42,953	0	0	401	n/c
3/8	013	DAROLD & CONSTANCE BLANCHARD	4-081500000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	1048 CHITTOCK AVE	19,700	11,833	0	0	401	n/c
3/8	014	JOEL HUMPHREY	3-230000000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	1409 FOURTH ST	30,400	23,004	0	0	401	n/c

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3/8	015	JAMES H SR & MARGARET A BRACKEN	8-1912.0100	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	1426 WHITNEY ST	47,200	30,169	0	0	401	n/c
3/8	016	EDDIE JR & NANCY JONES	4-0326.1000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	307 W FRANKLIN ST	23,000	14,550	0	0	401	n/c
3/8	017	LARRY COLLINS J ETAL	8-165800000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	515 E NORTH ST	36,200	16,780	0	0	401	n/c
3/8	018	STEVEN BUCHER	3-169800000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	760 UNION ST	46,000	38,529	0	0	401	n/c
3/8	019	STEPHEN & SUSAN EDSTROM	3-3226.1000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	1525 LAKESIDE DR #16	67,500	44,127	0	0	401	n/c
3/8	020	FRANIS & LINDA LAPORTE	8-0798.1000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	725 EDGEWOOD ST	63,600	45,498	0	0	401	n/c
3/8	021	HILTON SCOTT ETAL	5-1859.1000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	125 E MANSION ST	21,500	17,103	0	0	401	n/c
3/8	022	ANTHONY RIDDLE	3-026200000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	714 W WASHINGTON AVE	143,500	82,572	0	0	401	n/c
3/8	023	JAMES HUTSON	8-180400000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	956 WHITNEY ST	35,600	35,600	0	0	401	n/c
3/8	024	WILLIAM S & RUTH A MILLIGAN	8-1236.2000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	837 ELLERY AVE	94,200	85,601	0	0	401	n/c
3/8	025	STEPHEN M BROWN LE	8-050900000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	561 ORANGE ST	58,600	35,903	0	0	401	n/c
3/8	026	STEPHEN & LYNN SLUDER	2-106200000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	651 OAKHILL AVE	47,400	20,758	0	0	401	n/c
3/8	027	TERRI HARRIS-DURNELL	3-15270000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	724 ELMWOOD AVE	74,800	46,565	0	0	401	n/c
3/8	028	DONNA MARSH	2-208700000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	629 MADISON ST	44,500	24,721	0	0	401	n/c



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3/8	029	HAROLD WALICKI	8-005000000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	2112 E GANSON ST	29,400	20,205	0	0	401	n/c
3/8	030	MICHAEL RACZKOWSKI	3-266700000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	755 BEVERLY PARK PL	73,600	70,450	0	0	401	n/c
3/8	031	THOMAS SMITH	4-145600000	W	ASSESSMENT	3/8	DISABLED VETERANS EXEMPTION GRANTED	310 GRISWOLD ST	24,200	18,966	0	0	401	n/c
3/14	032	GERALD MONTGOMERY	1.0517.1000	P	ASSESSMENT	3/14		341 HILL ST	42,000	25,888	n/c	n/c	401	n/c
3/14	033	CHARLENE STRICKRODT	3.0643.1000	P	ASSESSMENT	3/14		105 WISNER ST	45,800	31,526	n/c	n/c	401	n/c
3/14	034	STEWART STOVER	3-1205.2000	P	ASSESSMENT	3/14		1021 S HIGBY ST	86,100	86,100	n/c	n/c	401	n/c
3/14	035	STEVEN LAGOW	2-168500000	W	ASSESSMENT	3/14	POVERTY EXEMPTION DENIED.INCOME EXCEEDS FEDERAL POVERTY GUIDELINES	612 HIBBARD AVE	58,000	34,466	n/c	n/c	401	n/c
3/14	036	EDWINA GORZEN	5-2206.1000	W	ASSESSMENT	3/14	100% POVERTY EXEMPTION GRANTED	2065 WELLWORTH ST	26,000	21,829	26,000	0	401	n/c
3/14	037	BAXTER MACHINE & TOOL INC	P-261040000	W	ASSESSMENT	3/14		103 N HORTON ST	377,500	377,500	0	0	351	n/c
3/14	038	INNOVATIVE METAL FINISHING LLC	P-262740000	W	ASSESSMENT	3/14		1912 TOWNLEY ST	8,500	8,500	2,200	2,200	351	n/c
3/14	039	SCHLECTE WILLIAM	P-273290000	W	ASSESSMENT	3/14		761 W MIICHIGAN AVE	600	600	n/c	n/c	251	n/c
3/14	040	ORANGE DOOR PROPERTIES LLC	P-303040000	W	ASSESSMENT	3/14		761 W MIICHIGAN AVE	51,800	51,800	n/c	n/c	251	n/c
3/14	041	OGMA BREWING COMPANY	P-302700000	W	ASSESSMENT	3/14	ASSESSED & TAXABLE VALUE INCREASED	129 E MICHIGAN AVE	2,100	2,100	106,109	106,109	251	351
3/14	042	CLEARRESULT CONSULTING	P-30414	W	ASSESSMENT	3/14		936 WATER ST	0	0	0	0	251	n/c



CITY OF JACKSON  
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3/14	043	BELLE TIRE DISTRIBUTORS	P-28837	W	ASSESSMENT	3/14	ASSESSED & TAXABLE VALUE LOWERED		132,400	132,400	72,800	72,800	251	n/c
3/14	044	CHRIST CENTERED HOMES	8-043700000	W	ASSESSMENT	3/14		315 N PLEASANT ST	25,800	25,800	0	0	401	n/c
3/14	045	MARK DUBOIS	2-097700000	W	ASSESSMENT	3/14	100% POVERTY EXEMPTION GRANTED	626 OAKHILL AVE	32,800	23,453	32,800	0	401	n/c
3/14	046	SOLUTIONS 2 WELLBEING	P-299520000	W	ASSESSMENT	3/14	ASSESSED & TAXABLE VALUE LOWERED	1190 N WEST AVE	1,000	1,000	0	0	251	n/c
3/14	047	EDWARDS MACHINING INC	P-262420000	W	ASSESSMENT	3/14	ASSESSED & TAXABLE VALUE LOWERED	2335 RESEARCH DR	21,800	21,800	0	0	351	n/c
3/14	048	CRANKSHAFT MACHINE CO	P-261110000	W	ASSESSMENT	3/14	ASSESSED & TAXABLE VALUE LOWERED	341 N JACKSON ST	2,700	2,700	0	0	351	n/c
3/14	049	ANDERTON MACHINING	P-262690000	W	ASSESSMENT	3/14	NO CHANGE	2400 ENTERPRISE ST	0	0	0	0	351	n/c
3/14	050	EDWARDS MACHINING INC	P-0343IFT00	W	ASSESSMENT	3/14	ASSESSED & TAXABLE VALUE LOWERED	2335 RESEARCH DR	155,200	155,200	140,600	140,600	351	n/c
3/14	051	ANDERTON MACHINING	P-262700000	W	ASSESSMENT	3/14	ASSESSED & TAXABLE VALUE LOWERED	2400 ENTERPRISE ST	976,200	976,200	0	0	351	n/c
3/14	052	BREMBO NORTH AMERICA HOMER	P262960000	W	ASSESSMENT	3/14	ASSESSED & TAXABLE VALUE LOWERED		1,200	1,200	0	0	351	n/c
3/14	053	FULL SPECTRUM SOLUTIONS	P-284180000	W	ASSESSMENT	3/14	ASSESSED & TAXABLE VALUE LOWERED	2021 WELLWORTH ST	68,500	68,500	40,500	40,500	251	n/c
3/14	054	AMERICAS RETIREMENT HEADQUATERS	P-303370000	W	ASSESSMENT	3/14	ASSESSED & TAXABLE VALUE LOWERED	209 E WASHINGTON AVE #304	500	500	0	0	251	n/c
3/14	055	JAYMEE BRANDT	7-091200000	W	ASSESSMENT	3/14		506 ELLERY AVE	37,300	25,123	n/c	n/c	401	n/c
3/14	056	NEW TRIBES MISSION INC	7-098900000	W	ASSESSMENT	3/14		1226 E MICHIGAN AVE	48,600	45,038	n/c	n/c	401	n/c

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3/14	057	NEW TRIBES MISSION INC	7-099100000	W	ASSESSMENT	3/14		104 EDGEWOOD ST	39,500	33,985	n/c	n/c	401	n/c
3/14	058	NEW TRIBES MISSION INC	7-099200000	W	ASSESSMENT	3/14		106 EDGEWOOD ST	51,800	44,625	n/c	n/c	401	n/c
3/14	059	NEW TRIBES MISSION INC	7-099300000	W	ASSESSMENT	3/14		110 EDGEWOOD ST	51,100	43,902	n/c	n/c	401	n/c
3/14	060	NEW TRIBES MISSION INC	7-099400000	W	ASSESSMENT	3/14		114 EDGEWOOD ST	47,400	40,338	n/c	n/c	401	n/c
3/14	061	NEW TRIBES MISSION INC	7-099500000	W	ASSESSMENT	3/14		116 EDGEWOOD ST	55,200	47,259	n/c	n/c	401	n/c
3/14	062	BIGGBY COFFEE	P-293400000	W	ASSESSMENT	3/14	ASSESSED & TAXBLE VALUE LOWERED		21,000	21,000	0	0	251	n/c
3/14	063	BOB ABEL	5-001500000	W	ASSESSMENT	3/14		129 E MICHIGAN AVE	84,800	50,206	n/c	n/c	201	n/c
3/14	064	JOHN KOFFLIN	6-124700000	P	ASSESSMENT	3/14		1612 PRINGLE AVE	45,900	31,300	n/c	n/c	401	n/c
3/14	065	LEON CANNIBIS CENTERS	6-016400000	W	ASSESSMENT	3/14		624 HUPP AVE	66,900	66,900	n/c	n/c	201	
3/14	066	PATRICK MCSWEENEY	2-230200000	P	ASSESSMENT	3/14		669 SPARKS ST	62,700	50,324	n/c	n/c	401	
3/14	067	CLIPPERS BARBER SHOP	P-293820000	W	ASSESSMENT	3/14		V/L	1,500	1,500	0	0	251	
3/14	068	MATS CAFÉ	P-286010000	W	ASSESSMENT	3/14		V/L	7,400	7,400	0	0	251	
3/14	069	TRAINING & TREATMENT INNOVATIONS	P-297050000	W	ASSESSMENT	3/14		PP	1,000	1,000	0	0	251	
3/14	070	MUNROE DAVID MD	P-256860000	W	ASSESSMENT	3/14		PP	42,000	42,000	0	0	251	

CITY OF JACKSON  
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3/14	071	OCCUPATIONAL HEALTH PROGRAM	P-299340000	W	ASSESSMENT	3/14		PP	0	0	0	0	251	
3/14	072	ANGELICA FANCHER	5-075800000	P	ASSESSMENT	3/14	100% POVERTY EXEMPTION GRANTED	1010 S MILWAUKEE ST	21,000	16,706	n/c	0	401	
3/14	073	EDWARD RUTKOWSKI JR	6-164500000	P	ASSESSMENT	3/14		1315 MITCHELL ST	27,500	16,398	n/c	n/c	401	
3/14	074	EDWARD RUTKOWSKI JR	6-164100000	P	ASSESSMENT	3/14		V/L WALNUT	2,300	371	n/c	n/c	402	
3/14	082	THE CROSSING PLACE	2-2468.7000	P	ASSESSMENT	3/14		950 W MONROE ST	887,600	447,532	750,000	n/c	201	
3/15	084	GLMF REAL ESTATE LLC	6-081400000	P	ASSESSMENT	3/15		119 S GORHAM ST	28,400	28,400	n/c	n/c	401	
3/15	085	MALEREI GROUP	P-303650000	W	ASSESSMENT	3/15		PP	0	0	0	0	251	
3/15	086	WENDELL ROWE	4-0071.0500	W	ASSESSMENT	3/15		109 W WASHINGTON ST	116,100	93,339	n/c	15,384	407	n/c
3/15	087	WENDELL ROWE	4-0071.05LA	W	ASSESSMENT	3/15		109 W WASHINGTON ST	0	0	900	853	402	n/c
3/15	088	EDWARD WESTBRROK	5-199300000	W	ASSESSMENT	3/15		301 E ADDISON ST	21,300	15,750	0	0	401	n/c
3/15	089	LAURA SCHLECTE	2-011700000	P	ASSESSMENT	3/15		724 W MICHIGAN AVE	217,400	217,400	125,000	125,000	201	n/c
3/15	090	LAURA SCHLECTE	2-011600000	P	ASSESSMENT	3/15		732 W MICHIGAN AVE	184,700	184,700	137,500	137,500	201	n/c
3/15	091	TIMOTHY & DAVINA WILLIAMS	3-278200000	P	ASSESSMENT	3/15		777 CRESCENT RD	98,200	95,449	90,100	90,100	401	n/c
3/15	092	ZACHARY & ANNA LUGINBILL	3-275400000	P	ASSESSMENT	3/15		745 OAKRIDGE DR	94,200	94,200	n/c	n/c	401	

# Memorandum

Date: April 5, 2022

To: Jonathan Greene, Mayor, and City Council Members, City of Jackson

From: Cory Mays, Executive Director

Re: Downtown Social District

---

## **ISSUE:**

On July 1, 2020, the Governor signed House Bill 5781, which was given immediate effect as Public Act 124 of 2020 and empowered local communities to designate “Social Districts” containing commons areas where purchasers may consume alcoholic beverages sold by multiple qualified Michigan Liquor Control Commission (LCC) licensees who obtain a Michigan LCC Social District Permit. This process requires three steps before restaurants can begin serving alcohol within these social districts:

1. City Council must designate a Social District
2. Restaurants must complete permit applications and send them to City Council for approval
3. Approved permit applications must be sent to the Michigan Liquor Control Commission for permit issuance

On April 27, 2021, the Jackson City Council approved the creation of a Social District in downtown Jackson with the following parameters:

1. Hours of Operation: Thursdays from 12 pm until 12 am; Fridays from 12 pm until 12 am, Saturdays from 9 am until 12 am, and Sundays from 9 am until 12 am, with additionally-approved special days during holidays, as designated by the Office of the City Manager, for the day before, the day of, and the day after those holidays. Furthermore, if any of those holidays fall on a Monday, Tuesday, or Wednesday, the hours will be consistent with the hours for Thursdays and Fridays of 12 pm until 12 am.
2. Location: Downtown Jackson, within the boundaries of Louis Glick Highway (to the North), Washington Avenue (to the South), Martin Luther King Boulevard (to the East), and Blackstone Street (to the West), and including all City-owned streets, parks, and properties within the boundaries set forth above.

At their meeting on April 27, 2021, the Jackson City Council requested an update from the Downtown Development Authority one (1) year from the date of their decision. As such, we are providing said update for your consideration.

## **SOCIAL DISTRICT UPDATE:**

Immediately after the approval of the Jackson City Council, the Downtown Development Authority (DDA) got to work signing-up bars/restaurants to participate in the newly-created Social District. Out of fifteen (15) liquor license holders in the approved boundaries, only five (5) businesses committed to participate in this program. The DDA identified a target of 50% participation, meaning a minimum of eight (8) bars/restaurants were needed to full activate the Social District. Due to lack of participation, the Social District was not able to be fully implemented in 2021.

The DDA is again working closely with our downtown bars/restaurants, in addition to collaborating with our downtown retail establishments, to explain the benefits of a downtown Jackson Social District. We are moving forward with plans for full activation no later than May 27 (the first Cruise In of the 2022 season), and are optimistic we will obtain our desired number of participants to make the Social District operational in 2022. We

are also communicating with other communities in Michigan regarding their successes with this program, and addressing the concerns of our bars/restaurants who chose not to sign up in 2021. We are ready to print maps, rules/regulations, and public relations pieces, all final steps in the activation of the social district. We are also ready to provide logoed cups (per State of Michigan requirements) for all participating businesses.

We believe a Social District will create a positive social atmosphere for downtown diners, shoppers, and visitors, and will provide a much-needed economic boost for downtown restaurants and bars. The board of the Downtown Development Authority supports the continuation of the Social District in downtown Jackson.

**REQUEST:**

We request that the Jackson City Council provide its support for the continued implementation of a downtown Jackson Social District.

Respectfully Submitted,

*Cory L. Mays*

Executive Director, Downtown Development Authority



## **CITY COUNCIL MEETING MINUTES**

March 22, 2022

### **CALL TO ORDER:**

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:30 p.m. by Mayor Daniel Mahoney.

### **PLEDGE OF ALLEGIANCE AND INVOCATION:**

Council joined in the Pledge of Allegiance. Invocation was given by Fifth Ward Councilmember Karen Bunnell.

### **ROLL CALL:**

Present: Mayor Daniel Mahoney, Vice Mayor Arlene Robinson, 2<sup>nd</sup> Ward Councilmember Freddie Dancy, 3<sup>rd</sup> Ward Councilmember Angelita Gunn, 4<sup>th</sup> Ward Councilmember Laura Dwyer Schlecte, 5<sup>th</sup> Ward Councilmember Karen Bunnell, and 6<sup>th</sup> Ward Councilmember Will Forgrave.

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Chief Equity Officer John Willis, Director of Parks and Recreation Kelli Hoover, Director of Public Works Mike Osborne, Director of Neighborhood and Economic Operations Shane LaPorte, Director of Police and Fire Services Elmer Hitt, and City Engineer Jon Dowling.

### **ADOPTION OF AGENDA:**

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to adopt the agenda. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

(Adoption of Agenda was revisited)

Motion was made by Councilmember Bunnell, seconded by Councilmember Gunn to add the appointments of Salena Taylor and Robert Porter to the Police Oversight Commission to the Consent Calendar.

A friendly amendment was made by Councilmember Schlecte, seconded by Councilmember Bunnell to add the appointments of Salena Taylor and Robert Porter to the Police Oversight Commission to New Business. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**PRESENTATIONS/PROCLAMATIONS:** none.

**PUBLIC HEARINGS:**

- 1. Public Hearing on a State of Michigan Department of Natural Resources Trust Fund Grant application for a MLK Equality Trail project from S. West Avenue to the entrance of the County's Kibby Road Trail entrance.**

Motion was made by Councilmember Bunnell, seconded by Councilmember Forgrave to open the public hearing. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

No members of the public spoke during the public hearing.

**a. *Resolution in support of grant application***

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to approve the resolution in support of the grant application. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to close the public hearing. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**CITIZEN COMMENTS:**

Citizen comments were heard and the meeting continued.



**PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER  
GOVERNMENTAL ENTITIES:**

- A. Accept and Place on File – The 2021 City of Jackson Annual Report**
- B. Accept and Place on File – The CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2022**

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to accept and place on file the 2021 City of Jackson Annual Report and the CDBG, HOME, and CDBG-CV Homeless Prevention Financial Summaries through February 28, 2022. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**CONSENT CALENDAR:**

- A. Minutes of the Regular Meeting of March 8, 2022**  
*Approve the minutes of the regular City Council Meeting of March 8, 2022.*
- B. Receipt of the Draft 2022-2023 Annual Action Plan for CDBG/HOME**  
*Receive the draft Community Development Block Grant (CDBG) and HOME Investments Partnership Program (HOME) 2022-2023 Annual Action Plan*
- C. Traffic Control Order 2377 – Seymour Avenue, North Street to Maguire Street**  
*Approval of Traffic Control Order 2377 to remove most of the parking on the west side of Seymour Avenue from North Street to Maguire Street*
- D. Approval of Resolution to Vacate a Public Alley on Cleveland Place**  
*Approval of resolution to vacate a public alley on Cleveland Place*
- E. Special Event Application for the Annual Cascades Memorial Day Fireworks**  
*Approve a request from the Jackson County Parks Department to conduct their annual Memorial Day Fireworks celebration on Saturday, May 28, 2022 at the Sparks Foundation County Park.*
- F. Special Event Application for the Annual Cascades Labor Day Fireworks Celebration**  
*Approve a request from the Jackson County Parks Department to conduct their annual Labor Day Fireworks celebration on Saturday, September 3, 2022 at the Sparks Foundation County Park.*

**G. Special Event Application for Juneteenth**

*Approve a request from the Jackson College Department of Multicultural Affairs to host their Juneteenth event on June 18, 2022 in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of downtown Jackson.*

**H. Special Event Application for the Annual Cascades 4<sup>th</sup> of July Fireworks Celebration**

*Approve a request from the Jackson County Parks Department to conduct their annual 4<sup>th</sup> of July Fireworks celebration on Sunday, July 3, 2022 at the Sparks Foundation County Park.*

**I. Appointment to Racial Equity Commission**

*Approve the Racial Equity Commission's recommendation to appoint Leticia Albarran Rodriguez to fill an ex-officio vacancy on the Racial Equity Commission for a term of 3 years, expiring on December 31, 2024.*

**J. Appointment to Board of Review**

*Approve the Mayor's recommendation to appoint Sharon Pedersen as an alternate to the Board of Review to serve a 3-year term, beginning immediately and ending on January 31, 2024.*

**K. Reappointment to City Planning Commission**

*Approve the Mayor's recommendation to reappoint Sarah Saucedo to the City Planning Commission for a three-year term, beginning immediately and ending on December 31, 2024.*

**L. Reappointment to Downtown Development Authority**

*Approval of the Mayor's recommendation to reappoint Bradley Johncox to the Downtown Development Authority for a four-year term, beginning April 1, 2022 and ending on March 31, 2026.*

**M. Appointment to Environmental Commission**

*Approve the Mayor's recommendation to appoint Jane Flores to fill a vacancy on the Environmental Commission for a three-year term, beginning immediately and ending on May 29, 2025.*

**N. Appointment to Martin Luther King Corridor Improvement Authority**

*Approve the Mayor's recommendation to appoint George Brown to fill a vacancy on the Martin Luther King Corridor Improvement Authority for a term of 2-years, beginning immediately and expiring on December 31, 2023.*

**O. Appointment to the Jackson Public Arts Commission**

*Approve the Mayor's recommendation to appoint Sophia Meuch to fill a vacancy on the Public Arts Commission for a term of three years, beginning immediately and ending on 12/31/24.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Bunnell to approve the consent calendar.

Councilmember Schlecte requested that items I-O be removed for separate consideration. Discussion was had and Councilmember Schlecte withdrew her request.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to approve the consent calendar with Item A being removed for separate consideration. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to approve the minutes of the regular meeting of March 8, 2022. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Schlecte, Bunnell, and Forgrave (6). Nays: none. Abstention: Councilmember Gunn. Motion carried.

**OTHER BUSINESS:**

**A. Second Reading/Final Adoption of Ordinance No. 512**

**Recommendation:** *Approve second reading/final adoption of Ordinance No. 512 establishing the Ward boundaries as required in Section 6.2 Election Wards and Precincts of the Jackson City Charter.*

Motion was made by Councilmember Dancy, seconded by Councilmember Forgrave to approve the second reading/final adoption of Ordinance No. 512 establishing the Ward boundaries as required in Section 6.2 Election Wards and Precincts of the Jackson City Charter. Vote - Yeas: Mayor Mahoney, Councilmembers Dancy, Gunn, Bunnell, and Forgrave (5). Nays: Vice Mayor Robinson and Councilmember Schlecte (2). Motion carried.

**B. Second Reading/Final Adoption of Ordinance No. 2022-02**

**Recommendation:** *Approve the second reading/final adoption of an ordinance amending Article XVIII, Chapter 16, Jackson Code of Ordinance amending the transfer requirements of license for medical marihuana facilities and adult-use marihuana facilities.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Forgrave to approve the second reading/final adoption of Ordinance No. 2022-02 amending Article XVIII, Chapter 16, Jackson Code of Ordinances amending the transfer requirements of license for medical marihuana facilities and adult-use marihuana facilities. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

### **NEW BUSINESS:**

**A. Approve the Appropriation of \$2,500,000 from the American Rescue Plan Act for the Creation of a Food Incubator, Community Kitchen and Job Training Project at 145 W. Cortland Street**

**Recommendation:** *Approve the appropriation of \$2,500,000 from the American Rescue Plan Act for the creation of a food incubator, community kitchen and job training project at 145 W. Cortland Street.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve the appropriation of \$2,500,000 from the American Rescue Plan Act for the creation of a food incubator, community kitchen, and job training project at 145 W. Cortland Street. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**B. Award the Boos Center HVAC Phase One Upgrades to the lowest bidder Aladdin Electric of Jackson, Michigan in the amount of \$234,000**

**Recommendation:** *Award the Boos Center HVAC Phase One Upgrades to the lowest bidder Aladdin Electric of Jackson, Michigan and authorize the Mayor and City Clerk to execute the appropriate documents and authorize the City Manager to approve any and all change orders to complete the project.*

Motion was made by Councilmember Dancy, seconded by Councilmember Gunn to award the Boos Center HVAC Phase One upgrade to the lowest bidder Aladdin Electric of Jackson Michigan and authorize the Mayor and City Clerk to execute the appropriate documents and authorize the City Manager to approve any and all change orders to complete the project. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**C. 2022 Private Lot Mowing Contract Renewal**

**Recommendation:** *Renew the contract for as-needed private lot mowing for the 2022 season to Elysian Landscape of Jackson, Michigan.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to renew the contract for as-needed private lot mowing for the 2022 season to Elysian Landscape of Jackson, Michigan. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**D. 2022 City-Owned, H4HH/MSHDA & Grounds Maintenance Mowing Contract Renewal**

**Recommendation:** *Renew the contract for City Owned (Division 1), H4HH/MSHDA (Division 2) lot mowing and grounds maintenance (Division 3) for the 2022 season to Alpha & Omega Construction.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to renew the contract for City Owned (Division 1), H4HH/MSHDA (Division 2), and lot mowing and grounds maintenance (Division 3) for the 2022 season to Alpha & Omega Construction. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

**E. Region 2 Planning Commission Invoice - Local Share Cost of JACTS Unified Work Program FY 2022**

**Recommendation:** *Approve payment of the invoice from Region 2 Planning Commission for local share cost of Jackson Area Comprehensive Transportation Study (JACTS) Unified Work Program for FY 2022, in the amount of \$21,398.00, in accordance with the recommendation of the City Engineer, and authorize the City Engineer to sign the Local Funding Resolution.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve payment of the invoice from Region 2 Planning Commission for local share cost of Jackson Area Comprehensive Transportation Study (JACTS) Unified Work Program for FY 2022, in the amount of \$21,398.00, in accordance with the recommendation of the City Engineer, and authorize the City Engineer to sign the Local Funding Resolution. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**P. Appointment to the Police Oversight Commission**

*Approve the Mayor's recommendation to appoint Salena Taylor to fill a vacancy on the Police Oversight Commission for a term of two years, beginning immediately and ending on 12/31/23.*

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Robinson to approve the Mayor's recommendation to appoint Salena Taylor to fill a vacancy on the Police Oversight Commission for a term of two years beginning immediately and ending on 12/31/23. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**Q. Appointment to the Police Oversight Commission**

*Approve the Mayor's recommendation to appoint Robert Porter to fill a vacancy on the Police Oversight Commission for a term of three years, beginning immediately and ending on 12/31/24.*

Motion was made by Vice Mayor Robinson, seconded by Councilmember Schlecte to approve the Mayor's recommendation to appoint Robert Porter to fill a vacancy on the Police Oversight Commission for a term of three years, beginning immediately and ending on 12/31/24. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**CITY COUNCILMEMBER'S COMMENTS:**

Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave all offered comments.

**MANAGER'S COMMENTS:**

City Manager Jonathan Greene declined to offer comments.

**ADJOURNMENT:**

No further business being offered, a motion to adjourn was made by  
Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 8:24 p.m.

**MEMO TO:** City Councilmembers

**FROM:** Daniel J. Mahoney, Mayor

**DATE:** April 5, 2022

**SUBJECT:** Reappointments to Jackson Area Transportation Authority

---

**RECOMMENDATION:**

Approval and confirmation of the Mayor's recommendation to reappoint Chelsea Poole and Lezlie Bowles to the Jackson Area Transportation Authority, each for a term of three years, beginning immediately and ending on March 31, 2025.

In accordance with amended JTA Articles of Incorporation amended and restated dated November 7, 2011, Act 196, operating as a public authority pursuant to 1986 Public Acts 196, as amended, being Michigan Compiled Laws 124.451 et seq ("Act 196"), the board shall consist of nine (9) members of which three (3) City of Jackson residents recommended by the Mayor and confirmed by the City Council to the Jackson Area Transportation Authority for appointment. Members must be at least 18 years of age, a registered voter of Jackson County, and shall not be a "public officer" or "public employee". Terms shall be for three (3) years.

It is my desire, therefore, to recommend to the Jackson Area Transportation Authority Board of Directors the reappointment of Chelsea Poole and Lezlie Bowles, each for a term of three years, beginning immediately and ending on March 31, 2025.

Your consideration and concurrence is appreciated.

DJM:lmm



**From:** noreply@civicplus.com  
**Sent:** Tuesday, March 29, 2022 8:15 AM  
**To:** Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho  
**Subject:** Online Form Submittal: City of Jackson Board/Commission Application

## City of Jackson Board/Commission Application

### City of Jackson Board/Commission Application

First Name	Poole
Last Name	Chelsea
Address	770 Tomlinson
City	Jackson
State	Michigan
Zip	49203
Phone Number	5179904232
Email	chelseapoole922@gmail.com
Last four digits of Social Security Number	
Occupation	Administrative
Describe your community involvement.	Currently, I serve on the following: *Center for Family Health- Board of Directors (CFFH Ambassador, Advocacy & Public Relations Committee and Finance Committee) *Non Profit Network (Board Secretary & Finance Committee) *Jackson Area Transportation Authority (Vice-President)
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes

If you answered "No" where do you reside?	<i>Field not completed.</i>
If you answered "Yes" how long have you been a City resident?	Since September 1, 2019
Which board or commission are you interested in? You may choose more than one.	Jackson Transportation Authority
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	<i>Field not completed.</i>
Why do you want to serve on your selected board or commission?	Since 2019,I have served on the Jackson Area Transportation Authority (JATA)Board. Therefore, I'm requesting the opportunity to serve for another term. During my tenure, I have acquired a better understanding of the inter-workings of the JATA and I want to continue to develop my understanding to support its sustainability and continued progress.
Upload additional documents	<i>Field not completed.</i>

(Section Break)

#### Appointment Process

*Following the submission of your completed application, it will be reviewed by the City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.*

(Section Break)

#### City Charter Section 2.15. - Person in Default to the City.

*The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.*

(Section Break)

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**Final Submission**

*Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.*

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Digital Signature	Chelsea Poole
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Date of Submission	3/29/22
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**From:** noreply@civicplus.com  
**Sent:** Tuesday, March 29, 2022 12:17 PM  
**To:** Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho  
**Subject:** Online Form Submittal: City of Jackson Board/Commission Application

## City of Jackson Board/Commission Application

### City of Jackson Board/Commission Application

First Name	Lezlie
Last Name	Bowles
Address	929 Sunburst Roaf
City	Jackson
State	Michigan
Zip	49203
Phone Number	(517)740-3560
Email	lezliebowles@yahoo.com
Last four digits of Social Security Number	
Occupation	Unity Chair (Baker College)
Describe your community involvement.	DEI Unity Chair/Member Jackson, JATA Board Member (President), BPW (Business Professional Women), John George Home Board Member, Juneteenth Board Member, YPOP (Young People Of Purpose) Board Member, Student Ambassador Chair.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes

If you answered "No" where do you reside?	N/A
If you answered "Yes" how long have you been a City resident?	56 Years
Which board or commission are you interested in? You may choose more than one.	Jackson Transportation Authority, MLK Corridor Improvement Authority, Racial Equity Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	Yes
Why do you want to serve on your selected board or commission?	To provide leadership, serve our Jackson community, and be a positive example within our city.
Upload additional documents	Field not completed.

(Section Break)

#### Appointment Process

*Following the submission of your completed application, it will be reviewed by the City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.*

(Section Break)

#### City Charter Section 2.15. - Person in Default to the City.

*The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall, within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.*

(Section Break)

Final Submission

*Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.*

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Digital Signature	Lezlie L.Bowles
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Date of Submission	March 29, 2022
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**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** April 5, 2022

**SUBJECT:** **Approve a Revocable License for a Building Mounted Blade Sign at The Blue Julep at 143 W. Michigan Avenue**

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**Recommendation:**

**Approve a Revocable License for The Blue Julep for the installation of a building mounted blade sign within the Michigan Avenue public right-of-way at 143 W. Michigan Avenue, and authorize the Mayor and City Clerk to execute the appropriate document(s).**

Attached is a report Jon Dowling, City Engineer requesting approval of a Revocable License.

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



# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**DATE:** April 5, 2022

**RECOMMENDATION:** Approve a Revocable License for The Blue Julep for the installation of a building mounted blade sign within the Michigan Avenue public right-of-way at 143 W. Michigan Avenue, and authorize the Mayor and City Clerk to execute the appropriate document(s).

## SUMMARY

The City has received a Revocable License request from The Blue Julep for the installation of a building mounted blade sign on the building at 143 W. Michigan Avenue. The blade sign will extend into the Michigan Avenue public right-of-way.

## BUDGETARY CONSIDERATIONS

The Licensee is responsible for all costs and insurance associated for the construction, use and maintenance of the sign.

## HISTORY, BACKGROUND and DISCUSSION

As the face of the building at 143 W Michigan Avenue is located on the property line of the parcel upon which it sits, the proposed sign, although attached to the building face, will be located within the Michigan Avenue public right-of-way. As such, the installation of the sign requires a Revocable License.

## DISCUSSION OF THE ISSUE

Exhibit A of the attached Revocable License document shows the size, location and appearance of the proposed sign that will project into the Michigan Avenue right-of-way.

## POSITIONS

Engineering requests that the attached Revocable License be approved, and that the Mayor and City Clerk be authorized to execute the Revocable License on behalf of the City. If you have any questions, please contact me.

## ATTACHMENTS

## REVOCABLE LICENSE

THE CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called "Licensor", in consideration of the terms, conditions and covenants hereinafter set forth, does hereby grant to **The Blue Julep**, a Michigan **limited liability company**, with offices at **4055 McCain Road, Jackson, Michigan 49201**, hereinafter called "Licensee", this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's **Michigan Avenue** right-of-way adjacent to Licensee's property, described in Attachment 1, commonly known as **143 W. Michigan Avenue**, Jackson, Michigan, a **40 inch wide by 30 inch tall building mounted blade sign** (hereinafter structure@). The design, configuration and location of said structure is more precisely described upon EXHIBIT A, attached hereto and incorporated by reference, to be occupied and used by Licensee on the Licensor's Street right-of-way described above, on the terms, conditions, and covenants hereinafter mentioned.

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

1. Licensee shall pay Licensor the sum of Twenty Five Dollars (\$25.00).
2. Licensee agrees that in the design, construction, installation and maintenance of the structure, and throughout the term of this License, it will comply with the restrictions set forth herein and with all statutes, rules, ordinances and regulations pertaining to said structure.
3. The design, configuration, location and specifications for installation of the structure shall be approved by the City of Jackson City Engineer in advance of installation of the structure, and, upon installation of the structure, shall not be altered without the express written consent of the City Engineer.
4. Licensee agrees to keep the structure in good repair and condition at all times.

5. Licensee shall assume all liability for and protect, indemnify, and save Licensor, its officers, employees, agents and contractors, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto, arising in connection with or as a direct or indirect result of Licensee's use of its structure or its exercise of this License, except Licensee shall not be required to indemnify Licensor for injury to persons or damage to property caused by the sole negligence of Licensor.

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

7. Licensee shall secure and maintain in force during the term of this License a policy of Comprehensive Commercial Liability Insurance, acceptable to Licensor, with a minimum general liability limit of \$1,000,000.00 per occurrence. The policy shall be in the name of Licensee, and shall name the Licensor as additional insured, and shall describe the insured's premises, including the structure as herein above described. The insurer will not cancel this insurance, or change, restrict, or reduce the insurance provided, or change the name of the insureds, without first giving at least ten (10) days written notice to the City of Jackson, City Attorney, 161 West Michigan Avenue, Jackson, Michigan 49201, as evidenced by receipt of certified mail. Licensee shall provide evidence of the existence of such insurance to Licensor's City Attorney prior to Licensor's execution of this License.

8. Upon the sale, conveyance, lease or transfer of Licensee's property referenced above, this License shall become null and void and Licensee shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto.

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

10. Licensee, upon revocation of this License, shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto within thirty (30) days of the date of mailing of a Notice of Revocation.

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

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

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

The parties hereby have executed or caused this instrument to be executed by their duly authorized representatives, as of the \_\_\_\_ day of **April, 2022**.

**LICENSOR:**

CITY OF JACKSON, a  
Michigan municipal corporation

By \_\_\_\_\_  
Daniel Mahoney, Mayor

By \_\_\_\_\_  
Andrea Muray, City Clerk

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me, this \_\_\_\_ day of April, 2022, by Daniel Mahoney and Andrea Muray, the Mayor and City Clerk of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
Jackson County, Michigan  
My Comm. Exp.: \_\_\_\_\_

Acknowledged and Agreed

**LICENSEE:**

The Blue Julep, LLC

By \_\_\_\_\_  
Laura Davenport

Its Owner

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me this \_\_\_\_ day of April, 2022, by Laura Davenport, the owner of The Blue Julep, on behalf of the limited liability company.

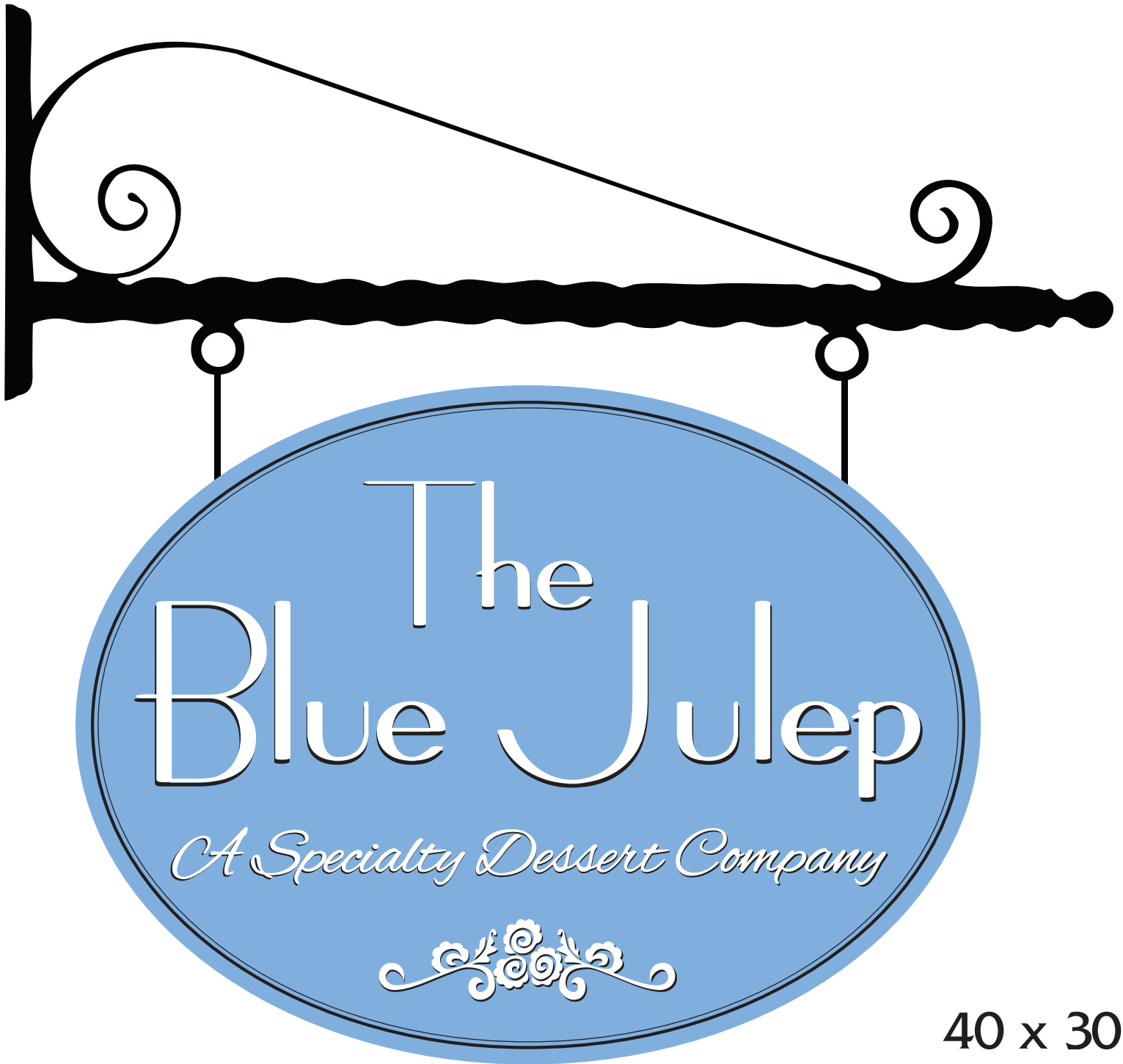
\_\_\_\_\_  
Notary Public  
Jackson County, Michigan  
My Comm. Exp.: \_\_\_\_\_

Drafted by:  
Matthew Hagerty  
City Attorney  
161 West Michigan Avenue  
Jackson, Michigan 49201  
(517) 788-4050

T:\REVOCABLELICENSES\NEW REV.LIC - STRUCTURE.DOC

When recorded return to:  
City Attorney's Office  
161 West Michigan Avenue  
Jackson, Michigan 49201

EXHIBIT A, PAGE 1 OF 2  
143 W. MICHIGAN AVENUE, PIN 4-0018



40 x 30

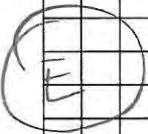
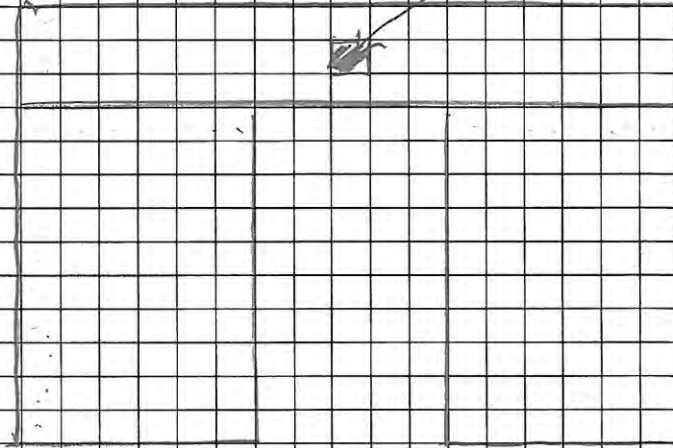
EXHIBIT A, PAGE 2 OF 2  
143 W. MICHIGAN AVENUE, PIN

4-0018

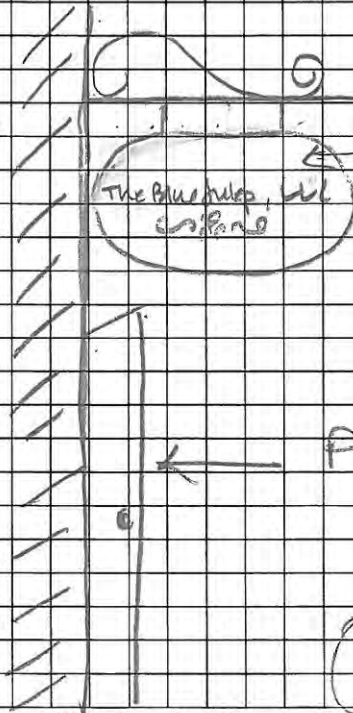
Building Location: 143 W. Michigan Ave.

hanging sign placement

Front View



Side View

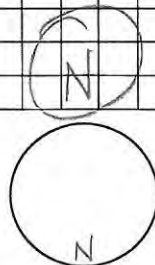


Blue

Front Door

Look of Sign

Indicate direction of North within the circle:



## ATTACHMENT 1

Land situated in the City of Jackson, Jackson County and State of Michigan more particularly described as:

The West 44 feet of Lot 7, Block 1 South, Range 1 East of the Original Plat of the Village of Jacksonburgh.



**MEMO TO:** City Councilmembers

**FROM:** Daniel Mahoney, Mayor

**DATE:** April 5, 2022

**SUBJECT:** Amended Appointment to Environmental Commission

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**RECOMMENDATION:**

Amend the Mayor's recommendation to appoint Jane Flores to fill a vacancy on the Environmental Commission for a three-year term, beginning June 1, 2022 and expiring on May 29, 2025.

Your consideration and concurrence is appreciated.

DM:lm

**From:** noreply@civicplus.com  
**Sent:** Friday, February 4, 2022 2:12 PM  
**To:** Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho  
**Subject:** Online Form Submittal: City of Jackson Board/Commission Application

## City of Jackson Board/Commission Application

### City of Jackson Board/Commission Application

First Name	Jane
Last Name	Flores
Address	792 Bloomfield Blvd
City	Jackson
State	MI
Zip	49203
Phone Number	2103155100
Email	jane.p.flores@att.net
Last four digits of Social Security Number	
Occupation	Oil & Gas Industry Former: Executive Director for Non-profit
Describe your community involvement.	We relocated to Jackson from Texas just when the Covid-19 lockdown started. Getting involved in the community during that time was very limited to non-existent. In Texas I was very involved in the community and hope to be in Jackson soon.
Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements.	Yes

If you answered "No" where do you reside?	<i>Field not completed.</i>
If you answered "Yes" how long have you been a City resident?	2 years
Which board or commission are you interested in? You may choose more than one.	Environmental Commission , Parks and Recreation Commission
If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission.	<i>Field not completed.</i>
Why do you want to serve on your selected board or commission?	ENVIRONMENTAL: I served many years ago on the Commission on the Environment for the City of East Lansing. I was certified at that time. I attached (2) letters for your review. PARKS & REC: I was the director of a public space/plaza/park in Texas. Thousands of events and activities were created, open and free to the public. We were awarded, "One of the Top 10 Great Public Spaces in America" through our efforts. One event in particular you can read about at: <a href="https://authentic texas.com/the-cornerstone/">https://authentic texas.com/the-cornerstone/</a>
Upload additional documents	<u>City of East Lansing - Commission (2).JPG</u>

(Section Break)

#### Appointment Process

*Following the submission of your completed application, it will be reviewed by the City Manager's Office and the City Treasurer's Office. The Treasurer will review your application to ensure you do not owe the City unpaid taxes or fines. After that clearance, the Mayor will review your application and make a recommendation for an appointment to a board or commission by the City Council. If the recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.*

(Section Break)

#### City Charter Section 2.15. - Person in Default to the City.

*The city shall not contract with, or give an appointive position to, one who is in default to the city. No person who is in default to the city may accept or hold an elective or appointive position unless the default is resolved. Written notice describing the default shall be filed with the clerk and verified by the treasurer and served upon the candidate before the oath of office is given, or upon the officeholder. The term "default" shall not apply if the candidate or officeholder shall,*

*within 30 days after receiving the notice, resolve the default, or if the person shall contest it by any recognized means of legal procedure before a court or tribunal of competent jurisdiction. In the event the indebtedness is upheld, the person shall have 30 days after final determination of the obligation is made to pay it in full.*

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(Section Break)

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**Final Submission**

*Completed applications are kept on file for up to one year after submission. You will be contacted using the information you provided if you are selected for final consideration by the City Council. A board or commission appointment is a non-paid volunteer position.*

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Digital Signature	Jane Flores
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Date of Submission	2/04/2022
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Email not displaying correctly? [View it in your browser.](#)

Click [here](#) to report this email as spam.

**MEMO TO:** Mayor and City Council

**FROM:** Jonathan Greene, City Manager

**DATE:** April 5, 2022

**SUBJECT:** Application for the RAISE (Rebuilding American Infrastructure with Sustainability and Equity) Grant to Improve the Martin Luther King, Jr. Drive Corridor Between South Street and Morrell Street

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**Recommendation:** Approve a Resolution Supporting an Application for the RAISE (Rebuilding American Infrastructure with Sustainability and Equity) Grant to Improve the Martin Luther King, Jr. Drive Corridor Between South Street and Morrell Street

Martin Luther King Jr. Drive is a major thoroughfare bisecting the city of Jackson, Michigan. The street serves as the main commercial corridor through the city's southside neighborhood that has seen economic and community hardship. The MLK Corridor Improvement Authority was created in 2020 to promote the revitalization and redevelopment of the aging MLK Drive commercial corridor.

Martin Luther King Jr. Drive was renamed in 2019 from Francis Street to honor the civil rights leader and the residents who advocated for the name change for more than three decades. The roadway dated to as early as 1873 and was originally paved in 1914.

The MLK Corridor Reimagined project will reconstruct Martin Luther King Jr. Drive to provide for all users in accordance with the Complete Streets concept. The project will address infrastructure improvement needs to roads and waterlines and give an opportunity to reduce unused pavement, install streetlights, and provide for increased green elements such as turf and trees. The project is part of the larger vision "to enhance Jackson's south side into a thriving, world-class community experiencing economic prosperity, committed and dedicated to diversity and inclusion while maintaining high ethical standards."

The project will rebuild to full depth pavement replacement with new hot mix asphalt and concrete curb and gutter. The proposed street will be reconstructed between intersections with a single southbound lane, a single northbound lane, and parking lanes. The parking lanes will be eliminated at intersections with major streets, and center left turn lanes will be provided. At local street intersections, the parking lanes will also be eliminated, and curb and associated sidewalk ramps will extend to the limits of the travel lanes. This will provide a shorter crossing for pedestrians and make the pedestrians more visible to passing motorists. It will also eliminate unused pavement, reduce stormwater runoff, and increase green space.

## RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the City of Jackson wishes to promote the reconstruction and redevelopment of Martin Luther King, Jr. Drive between South Street and Morrell Street; and

WHEREAS, The United States Department of Transportation has called for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) projects fiscal year 2022; and

WHEREAS, the maximum amount of each grant is \$25,000,000; and

WHEREAS, based upon engineering conceptual estimates, the projected construction cost is \$11,882,756, with the RAISE amount of \$7,952,411; and

WHEREAS, the balance of the conceptual construction cost is \$3,930,346, and

WHEREAS, the City cost will be paid with, but not limited to Water funds, Sewer funds, and Street funds, and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby certifies its support of the filing by the City Manager on behalf of the City of Jackson an application for the reconstruction and redevelopment of Martin Luther King, Jr. Drive under the United States Department of Transportation RAISE Program.

\* \* \* \* \*

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

I, Andrea Muray, Jr., 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 5th day of April, 2022.

IN WITNESS WHEREOF, I have  
hereto affixed my signature and the  
Seal of the City of Jackson,  
Michigan, on this 6th day of April,  
2022.

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Andrea Muray  
City Clerk

**MEMO TO:** Mayor Mahoney, City Manager Greene, and City Council  
**FROM:** Chris Atkin, Planning Director and Zoning Administrator  
**DATE:** April 5, 2022  
**SUBJECT:** Revised Rough Draft - Community Garden Ordinance

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At a special meeting held by the City of Jackson Planning Commission on Monday April 4, 2022 a motion was made by Commission Member Greene, with support from Commission Member Saucedo, to recommend approval of the Community Gardens ordinance, as amended, to City Council. The motion passed unanimously by a 4-0 vote.

Amendments are in represented by blue text.

# Rough Draft Ordinance for Community Gardens

April 5, 2022

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## Amend Article I. – In General, Section 28-5. Definitions to include the following:

*Community Garden* means a collective activity by a group of people, utilizing either individual or shared plots to grow food crops for personal or institutional use, consumption, or donation. Community gardens may include common areas maintained and used by group members.

*Compost* means decomposed organic matter for use in growing practices, usually consisting of materials such as grass, leaves, yard waste, worms, and food wastes, but specifically excluding bones, meat; fat, grease, oil, raw manure, and milk products.

*Greenhouse* means a building or structure whose roof and sides are made largely of glass or other solid transparent or translucent material, ~~not including plastic, visqueene, or like materials, and~~ in which the temperature, and humidity can be regulated for the cultivation of plants. A greenhouse ~~may or may not be a permanent structure and~~ does not include hoop houses or high tunnel houses.

*Hoop House or High Tunnel* means an unheated structure whose roof and sides are made largely of transparent or translucent material (not glass) for the purpose of the cultivation of plants for personal use and/or for subsequent sale.

*Rainwater Catchment System* means a method of catching rainwater runoff from the roof of a structure into rain gutters that channel into a rain barrel, or drum, ~~or cistern.~~

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## Amend Article V. – Development Approval Procedures, Section 28-145. Conditional uses subsection heading (d) *Additional development requirements for certain conditional uses* to include subsection (14):

(14) ~~*Community Garden. Intent.* The intent of this Section is to provide regulatory authorization for community gardens and establish guidelines so development maintains harmonious characteristics with surrounding properties.~~ Community gardens provide important access to local fresh food, facilitate community development, and may provide care of vacant residential lots/parcels that may otherwise detract from the health, safety, and welfare of a neighborhood. Community gardens strictly prohibit all uses and/or activities in Chapter 4 and Chapter 16, Article XVIII.

Community gardens may be permitted on privately owned vacant lots/parcels in the R-1, R-2, R-3, ~~and R-4,~~ and R-6 zoning districts and shall be subject to the following standards and regulations:

a. All community gardens shall be submit an annual application and permit fee for review and approval of the zoning administrator (or designee). Prior to permit approval, all community garden sites shall be inspected for compliance.

b. All community garden sites are subject to all building codes and permits.

~~b.c.~~ Community garden sites shall be associated with a nonprofit organization or a community-based group and oversee the operation.

~~c.d.~~ Each community garden site shall designated a sole contact person as Garden Coordinator.

~~d.e.~~ The Garden Coordinator shall:

1. Establish set of operating rules addressing the governance structure of the garden, hours of operation, maintenance and security requirements and responsibilities;
  2. Shall provide operating rules, name, address, and telephone number of the garden coordinator, and a site plan of the Community Garden to the Neighborhood and Economic Operations (NEO) Department to be kept on file;
  3. Perform the coordinating role for the management of the community garden; and
-



4. If more than one (1) organization or group is utilizing one (1) community garden site, assign garden plots in a fair and impartial manner according to the operating rules established for that garden.

e.f. The property shall be maintained in an orderly and neat condition and shall not be detrimental to the physical environment or to public health and general welfare, and remains subject to compliance with the Property Maintenance Code, noise ordinance, and related ordinances.

f.g. Community garden sites shall not have frontage on any major/primary city or county roadway or state trunk lines within the City of Jackson.

g.h. There shall be no onsite sales ~~or display~~ of any kind.

h.i. All plots shall be tended on a regular (minimum weekly) basis. Gardens shall be maintained in a weed-free condition and produce must be harvested and not allowed to go to seed.

i.j. *Hours of Operation:* Hours of operation shall be limited to daylight hours.

j.k. *Lighting.* Onsite unnatural light sources of any kind are strictly prohibited.

k.l. *Sign.* One (1) ground sign per community garden site, the total sign area shall not exceed twelve (12) square feet per sign face, and shall not exceed an overall height of four (4) feet above grade. Sign location is subject to Article IX of this chapter.

l.m. *Permitted temporary structures.* Not more than two (2) greenhouses, two (2) hoop houses, or two (2) high tunnels may be allowed on/in a single community garden site. ~~For one (1) greenhouse, the total area of one (1) temporary structure shall not exceed two hundred sixty (260) square feet; the combined total area of two (2) temporary structures for two (2) greenhouses, the aggregate area shall not exceed of five hundred twenty (520) square feet. Greenhouse does not include hoophouse or high tunnel house.~~

1. Site plan shall include ~~greenhouse~~ specifications and details showing how greenhouse the temporary structure will be secured to the ground.

2. ~~The greenhouse(s)~~ All temporary structures shall be removed from the site within thirty (30) of cessation of the community garden.

~~2-3.~~ Any exterior material of the temporary structure shall be maintained free of breaks, cracks, tears, rips, holes, or other forms of damage at all times. Patching or replacing shall be permitted with like transparent or translucent material.

~~3-4.~~ Any exterior material of the temporary structure that is comprised of plastic, visqueen, or other like materials shall be removed when not in use for growing season.

m.n. *Setbacks.* ~~Garden area and/or temporary structures~~ greenhouse shall meet all of the following setback and height requirements for principal structures as described in Section 28-73 or as otherwise described.

Setback	R-1	R-2	R-3	R-4	R-6
<u>Minimum</u> Front Yard*	35 Feet	35 Feet	25 Feet	25 Feet	<u>35 Feet</u>
<u>Minimum</u> Side Yard(s)**	8/20 Feet	8/20 Feet	10/25 Feet	10/25 Feet	<u>8/25 Feet</u>
<u>Minimum</u> Rear Yard	50 Feet	50 Feet	50 Feet	50 Feet	<u>50 Feet</u>
Maximum Height	10 Feet	10 Feet	10 Feet	10 Feet	<u>10 Feet</u>

\* *Lots which abut on more than one (1) street shall provide the required front yards along every street.*

\*\* *Side yard requirements are expressed by two (2) numbers (x/xx ft.) The first number is the minimum width of one side yard and the second number is the minimum total width of both side yards required.*

n.o. *Parking.* A minimum of two parking spaces with approved access, meeting the standards and regulations of Section 28-100, shall be provided on the lot when there is no available public on-street parking adjacent to the community garden property.

o.p. *Rainwater Catchment System:* All rain barrels or drums for the purpose of collecting rainwater shall be located in the rear of the structure from which rainwater is collected. If no structure is present, all rain

barrels or drums for the purpose of collecting rainwater shall be located at the rear of the property and away from all public rights-of-way.

~~p-q.~~ **Fencing.** Fencing shall be subject to height, style, material, location, and setback requirements of the zoning district in which they are located.

~~q-r.~~ **Drainage.** The property shall be maintained so as to prevent the free flow of stormwater, irrigation water, chemicals, dirt, or mud across or onto adjacent lots, properties, public streets, or alleys.

~~r-s.~~ **Composting.** Composting may be performed onsite within a composting container subject to all of the following:

1. Compost material shall be only those materials generated onsite.
2. Composting containers shall be located a minimum of twenty (20) feet from all abutting property lines and right of ways. If a greenhouse is installed, composting contains shall be located at the rear of the structure.
3. Odors and/or fly-breeding shall not be greater than customarily found at a well-maintained residence.

~~s-t.~~ **Organic Gardening.** Organic gardening is strongly encouraged.

~~t-u.~~ **Waste, Refuse, or Recyclables.** All waste, refuse, or recyclables, not limited to paper materials, plastic materials, or cardboard materials, generated at community garden sites shall be removed immediately.

~~u-v.~~ **Community Use Only.** Food crops grown and harvested are for community use only; commercial sale of produce is not permitted and the community garden shall not be run as a profit-making venture.

~~v-w.~~ **Prohibited plants.** Planting illegal or invasive plants shall be prohibited. Plants grown must be food crops for human consumption. Planting and cultivation of marijuana in a designated community garden is strictly prohibited.

~~w-x.~~ **Enforcement.** Subject to Article VII.

All other applicable codes and ordinances shall apply to Community Gardens, including but not limited to grading and noise ordinances. Applicable permits from other departments may be required.

**Amend Article III. – Zoning District Regulations, Section 28-72. – Permitted and conditional uses by inserting Community Gardens as subsection (43) and incrementally advance all proceeding uses beginning with subsection (44) Convenience store.**

		Zoning Districts											
		R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	C-3	C-4	I-1	I-2
(43)	<u>Community Gardens</u>	C	C	C	C		C						
<del>(44)</del> (43)	Convenience store							C	C	C	C		
<del>(45)</del> (44)	Day care facility												
	a. Family day care home	P	P	P	P	P	P						
	b. Group day care home (must be located in a single-family dwelling with a minimum lot size of seven thousand five hundred (7,500) square feet)	P	P	P	P	P	P						
	c. Child care center	C	C	C	C	C	C	C	C	C	C		
<del>(46)</del> (45)	Delicatessen							P	P	P	P		
<del>(47)</del> (46)	Department store									P	P		
<del>(48)</del> (47)	Diaper, linen and towel supply service									P	P		
<del>(49)</del> (48)	Drapery, curtain shop								P	P	P		
<del>(50)</del> (49)	Drugstore							P	P	P	P		
<del>(51)</del> (50)	Dry cleaners, custom and self-service							P	P	P	P		

(52)(51)	Dwelling												
	a. One-family detached	P	P	P	P	P	P						
	b. Two-family		P	P	P		P						
	c. Multiple-family			P	P								
	d. Conversion of one- and/or two-family residences into multiple-family dwelling units, provided these conform with the lot area and yard requirements prescribed for multiple-family dwellings in this chapter			P	P								
	e. Permitted in buildings of two (2) stories in height or greater, provided that no dwelling unit shall occupy any portion of the building at ground level							P	P	P	P		
	f. Watchman or caretaker residence, secondary to a primary use permitted in this district											P	P
(53)(52)	Egg and poultry store, with no slaughtering, eviscerating or dressing of poultry conducted outside of an enclosed structure										P		
(54)(53)	Electrical equipment and motor assembly											P	
(55)(54)	Electrical supplies, wholesale and storage										P		
(56)(55)	Experimental laboratory											P	
(57)(56)	Exterminator service										P		
(58)(57)	Factory and mill supplies										P	P	
(59)(58)	Feed and fertilizer, sales and storage										P	P	
(60)(59)	Florist—Gift shop							P	P	P			
(61)(60)	Fraternity or sorority house and college-owned dormitories				P								
(62)(61)	Fruit, vegetable, fish and poultry wholesale market										P		
(63)(62)	Funeral home				C			P	P	P			
(64)(63)	Furniture store							P	P	P			
(65)(64)	Garden and lawn supplies store									P			
(66)(65)	Gas station with or without a mini-mart							C	C	C	C	C	
(67)(66)	Gift, novelty and souvenir store							P	P	P			
(68)(67)	Greenhouse and nursery									P			
(69)(68)	Grocery store, supermarket and meat market							P	P	P	P		
(70)(69)	Grocers' wholesale supply									P			
(71)(70)	Hardware store							P	P	P	P		
(72)(71)	Headquarters for religious, philanthropic and charitable organizations				P				P	P	P		
(73)(72)	Hearing aid store									P	P		
(74)(73)	Helicopter landing pad				C						C		
(75)(74)	Home occupations, provided all the conditions in the supplemental regulations are met	C	C	C	C	C	C						
(76)(75)	Hospitals, sanitariums and other institutions for human care				C								
(77)(76)	Hotels and motels									P	P		
(78)(77)	Incinerators, or reduction of garbage, refuse, bones, offal or dead animals												C
(79)(78)	Institution for children or the aged, but not including penal or correctional institution				C								
(80)(79)	Interior decorator, including sales									P	P		
(81)(80)	Jewelry store								P	P	P		
(82)(81)	Jukebox and vending machine service and distribution										P		

[illegible]

	b.	Registered primary caregiver in accordance with MMMA and Chapter 16.	P	P	P	P	P	P	P	P	P	P	P	P
	c.	Retail or provisioning center facility in accordance with Sec. 28-140 of the Code.								P	P	P	P	
	d.	Secure transporter facility in accordance with Sec. 28-140 of the Code.										P	P	
	e.	Safety compliance facility in accordance with Sec. 28-140 of the Code.									P	P	P	
	f.	Microbusiness in accordance with Sec. 28-140 of the Code.										P	P	
(98)(97)		Metal working (excluding presses of over twenty (20) tons and machine-operated drop hammers)										P		
(99)(98)		Mobile home park					P							
(100)(99)		Mobile home subdivision					P							P
(101)(100)		Monument works provided cutting operations are conducted within a completely enclosed building									P			
(102)(101)		Motorcycle sales and service										P		
(103)(102)		Moving and storage companies									P	P		
(104)(103)		Museum, public	C	C	C	C	C	C	P	P	P	P		
(105)(104)		Music store								P	P	P		
(106)(105)		Newspaper publishing									P	P		
(107)(106)		Newsstand									P	P		
(108)(107)		Office												
	a.	Designed to attract and serve customers on the premises;				P			P	P	P	P	P	
	b.	Designed to attract little or no customer or client traffic. Limited to the conversion of residences or to new construction of residences or to new construction on vacant lots zoned R-6 at the date of adoption of this ordinance [chapter]						P						
(109)(108)		Office supply store including sales of business machines								P	P	P		
(110)(109)		Optician and optometrist shops									P	P		
(111)(110)		Ornamental iron work and fence service										P		
(112)(111)		Outdoor advertising service, including construction and storage of materials and equipment										P		
(113)(112)		Paint and wallpaper store								P	P	P		
(114)(113)		Park and/or playground, public	C	C	C	C	C	C	C	C	C	C	C	C
(115)(114)		Parking and storage yards for motor vehicles and/or transport equipment (must be at least two hundred (200) feet from any R district)											P	
(116)(115)		Parking lots and/or structures either public or privately owned or operated, subject to provisions of sections 28-100 and 28-145(d)(12)			C	C			P	P	P	P		
(117)(116)		Pattern making with light weight nonferrous metal										P		
(118)(117)		Pet store and supplies									P	P		
(119)(118)		Pet grooming services				P			P	P	P	P		
(120)(119)		Pharmacy, as an accessory use located in the same structure as a medical or dental office or clinic				C								
(121)(120)		Photocopying services							C	P	P	P		

(122)(121)	Photographic studio								P	P	P		
(123)(122)	Planned building group shopping centers (see supplemental regulations)							P	P	P	P		
(124)(123)	Planned unit residential development (see supplemental regulations)	P	P	P	P	P	P						
(125)(124)	Plumbing, heating store								P	P	P		
(126)(125)	Plumbing, heating, and sheet metal shops (including punching or material of one-eighth inch or less in thickness)										P	P	
(127)(126)	Pressing, altering, and repairing of wearing apparel							P	P	P	P		
(128)(127)	Printing and publishing, including related processes								P	P	P		
(129)(128)	Public utilities offices and salesrooms									P	P		
(130)(129)	Public utility material storage and service yard										P	P	
(131)(130)	Radiator repair shop										P		
(131)	Radio and television broadcasting studios												
	a. With transmitter									P	P	P	P
(132)	b. Without transmitter								C	P	P	P	P
(133)(132)	Recycling collection centers							C	C	C	C	C	C
(134)(133)	Rehabilitation center for handicapped persons					C							
(135)(134)	Resource centers providing services for the betterment of family relationships, neighborhood quality, occupational skills and educational development and similar uses, but excluding alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses	C	C	C	C	C	C	P	P	P	P		
(136)(135)	Repair, rental and servicing of any product the sale of which product is a Use by Right permitted in the same district							P	P	P	P		
(137)(136)	Resale shops, used clothing and furniture (permanent and fully contained within a structure)							P	P	P	P		
(137a)(136a)	Resale shops for used furniture (permanent and fully contained within a structure)									P	P		
(138)(137)	Restaurant, including eat-in and carry-out, and including bars and cocktail lounges							P	P	P	P	P	P
(139)(138)	Rooming house, boarding house			P	P								
(140)(139)	Schools (elementary, secondary and college levels for academic instruction)	C	C	C	C	C	C	C	C	C	C		
(141)(140)	Shoe store, sales and repair								P	P	P		
(142)(141)	Sign painting shops									P	P		
(143)(142)	Skating rinks									P	P		
(144)(143)	Social, fraternal clubs, union halls, lodges and similar uses								P	P	P	P	
(145)(144)	Special tools and gauges, checking and service										P		
(146)(145)	Special trades contractors											P	
(147)(146)	Sporting goods store								P	P	P		
(148)(147)	Stockyards, livestock auction yard												C
(149)(148)	Storage												
	a. Bulk storage of explosives												C
	b. Flammable liquids three thousand (3,000) gallons or more, if stored aboveground, shall												C

		be at least one hundred (100) feet away from all boundary lines of the premises												
	c.	Liquid petroleum gas five hundred (500) gallons or more, if stored aboveground, shall be at least fifty (50) feet away from all boundary lines of the premises												C
	d.	Self-service storage facilities (a building or group of buildings used exclusively as a storage facility for residential goods and available for rent with individual leases for portions of the facility)											C	C
(150)(149)		Studio, school or similar facility for professional work or instruction of any form of fine arts, ceramics, crafts, music, drama, dance and other similar activities. The incidental provision of such instruction in a single family residence will be considered a home occupation (see subsection (74)).				C			P	P	P	P		
(151)(150)		Surgical supplies store									P	P		
(152)(151)		Taxi stands									P	P		
(153)(152)		Telephone exchange									P	P		
(154)(153)		Theaters and theatrical studios									P	P		
(155)(154)		Tire and battery shops including recapping and rebuilding										P		
(156)(155)		Toy store							P	P	P			
(157)(156)		Travel agencies				P			P	P	P			
(158)(157)		Truck repair and service											P	P
(159)(158)		Trucking freight terminal and yards												P
(160)(159)		Trucking terminal, intercity										P		
(161)(160)		Variety and notions store							P	P	P			
(162)(161)		Wall and floor coverings stores							P	P	P			
(163)(162)		Welding shop										P	P	
(164)(163)		Wholesale and warehousing of any commodity permitted to be made or processed in the same district									P	P	P	P
(165)(164)		Work release (halfway) house (see additional development requirements in section 28-140)										P		P
(166)(165)		Accessory nonresidential uses and structures not otherwise prohibited, customarily accessory and incidental to any use by right							C	C	C	C	C	C
(167)(166)		Any residential accessory use or structure clearly incidental and customary to the operation of the uses by right (such as a garage) when located on the same property	P	P	P	P	P	P	P/C*					
168(167)		Legal nonconformities	C	C	C	C	C	C	C	C	C	C	C	C

# Rough Draft Ordinance for Community Gardens

April 5, 2022

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## **Amend Article I. – In General, Section 28-5. Definitions to include the following:**

*Community Garden* means a collective activity by a group of people, utilizing either individual or shared plots to grow food crops for personal or institutional use, consumption, or donation. Community gardens may include common areas maintained and used by group members.

*Compost* means decomposed organic matter for use in growing practices, usually consisting of materials such as grass, leaves, yard waste, worms, and food wastes, but specifically excluding bones, meat; fat, grease, oil, raw manure, and milk products.

*Greenhouse* means a building or structure whose roof and sides are made largely of glass or other solid transparent or translucent material in which the temperature and humidity can be regulated for the cultivation of plants. A greenhouse does not include hoop houses or high tunnel houses.

*Hoop House or High Tunnel* means an unheated structure whose roof and sides are made largely of transparent or translucent material (not glass) for the purpose of the cultivation of plants for personal use and/or for subsequent sale.

*Rainwater Catchment System* means a method of catching rainwater runoff from the roof of a structure into rain gutters that channel into a rain barrel or drum.

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## **Amend Article V. – Development Approval Procedures, Section 28-145. Conditional uses subsection heading (d) *Additional development requirements for certain conditional uses* to include subsection (14):**

(14) *Community Garden*. Community gardens provide important access to local fresh food, facilitate community development, and may provide care of vacant residential lots/parcels that may otherwise detract from the health, safety, and welfare of a neighborhood. Community gardens strictly prohibit all uses and/or activities in Chapter 4 and Chapter 16, Article XVIII.

Community gardens may be permitted on privately owned vacant lots/parcels in the R-1, R-2, R-3, R-4, and R-6 zoning districts and shall be subject to the following standards and regulations:

- a. All community gardens shall submit an annual application and permit fee for review and approval of the zoning administrator (or designee). Prior to permit approval, all community garden sites shall be inspected for compliance.
  - b. All community garden sites are subject to all building codes and permits.
  - c. Community garden sites shall be associated with a nonprofit organization or a community-based group and oversee the operation.
  - d. Each community garden site shall designate a sole contact person as Garden Coordinator.
  - e. The Garden Coordinator shall:
    1. Establish set of operating rules addressing the governance structure of the garden, hours of operation, maintenance and security requirements and responsibilities;
    2. Shall provide operating rules, name, address, and telephone number of the garden coordinator, and a site plan of the Community Garden to the Neighborhood and Economic Operations (NEO) Department to be kept on file;
    3. Perform the coordinating role for the management of the community garden; and
    4. If more than one (1) organization or group is utilizing one (1) community garden site, assign garden plots in a fair and impartial manner according to the operating rules established for that garden.
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- f. The property shall be maintained in an orderly and neat condition and shall not be detrimental to the physical environment or to public health and general welfare, and remains subject to compliance with the Property Maintenance Code, noise ordinance, and related ordinances.
  - g. Community garden sites shall not have frontage on any major/primary city or county roadway or state trunk lines within the City of Jackson.
  - h. There shall be no onsite sales of any kind.
  - i. All plots shall be tended on a regular (minimum weekly) basis. Gardens shall be maintained in a weed-free condition and produce must be harvested and not allowed to go to seed.
  - j. *Hours of Operation:* Hours of operation shall be limited to daylight hours.
  - k. *Lighting.* Onsite unnatural light sources of any kind are strictly prohibited.
  - l. *Sign.* One (1) ground sign per community garden site, the total sign area shall not exceed twelve (12) square feet per sign face, and shall not exceed an overall height of four (4) feet above grade. Sign location is subject to Article IX of this chapter.
  - m. *Permitted temporary structures.* Not more than two (2) greenhouses, two (2) hoop houses, or two (2) high tunnels may be allowed on/in a single community garden site. The total area of one (1) temporary structure shall not exceed two hundred sixty (260) square-feet, the combined total area of two (2) temporary structures shall not exceed five hundred twenty (520) square feet.
    - 1. Site plan shall include specifications and details showing how the temporary structure will be secured to the ground.
    - 2. All temporary structures shall be removed from the site within thirty (30) of cessation of the community garden.
    - 3. Any exterior material of the temporary structure shall be maintained free of breaks, cracks, tears, rips, holes, or other forms of damage at all times. Patching or replacing shall be permitted with like transparent or translucent material.
    - 4. Any exterior material of the temporary structure that is comprised of plastic, visqueen, or other like materials shall be removed when not in use for growing season.
  - n. *Setbacks.* Temporary structures shall meet all of the following setback and height requirements for principal structures as described in Section 28-73 or as otherwise described.

Setback	R-1	R-2	R-3	R-4	R-6
Minimum Front Yard*	35 Feet	35 Feet	25 Feet	25 Feet	35 Feet
Minimum Side Yard(s)**	8/20 Feet	8/20 Feet	10/25 Feet	10/25 Feet	8/25 Feet
Minimum Rear Yard	50 Feet	50 Feet	50 Feet	50 Feet	50 Feet
Maximum Height	10 Feet	10 Feet	10 Feet	10 Feet	10 Feet

\* Lots which abut on more than one (1) street shall provide the required front yards along every street.

\*\* Side yard requirements are expressed by two (2) numbers (x/xx ft.) The first number is the minimum width of one side yard and the second number is the minimum total width of both side yards required.

- o. *Parking.* A minimum of two parking spaces with approved access, meeting the standards and regulations of Section 28-100, shall be provided on the lot when there is no available public on-street parking adjacent to the community garden property.
  - p. *Rainwater Catchment System:* All rain barrels or drums for the purpose of collecting rainwater shall be located in the rear of the structure from which rainwater is collected. If no structure is present, all rain barrels or drums for the purpose of collecting rainwater shall be located at the rear of the property and away from all public rights-of-way.
  - q. *Fencing.* Fencing shall be subject to height, style, material, location, and setback requirements of the zoning district in which they are located.
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- r. *Drainage.* The property shall be maintained so as to prevent the free flow of stormwater, irrigation water, chemicals, dirt, or mud across or onto adjacent lots, properties, public streets, or alleys.
- s. *Composting.* Composting may be performed onsite within a composting container subject to all of the following:
  1. Compost material shall be only those materials generated onsite.
  2. Composting containers shall be located a minimum of twenty (20) feet from all abutting property lines and right of ways. If a greenhouse is installed, composting contains shall be located at the rear of the structure.
  3. Odors and/or fly-breeding shall not be greater than customarily found at a well-maintained residence.
- t. *Organic Gardening.* Organic gardening is strongly encouraged.
- u. *Waste, Refuse, or Recyclables.* All waste, refuse, or recyclables, not limited to paper materials, plastic materials, or cardboard materials, generated at community garden sites shall be removed immediately.
- v. *Community Use Only.* Food crops grown and harvested are for community use only; commercial sale of produce is not permitted and the community garden shall not be run as a profit-making venture.
- w. *Prohibited plants.* Planting illegal or invasive plants shall be prohibited. Plants grown must be food crops for human consumption. Planting and cultivation of marijuana in a designated community garden is strictly prohibited.
- x. *Enforcement.* Subject to Article VII.

All other applicable codes and ordinances shall apply to Community Gardens, including but not limited to grading and noise ordinances. Applicable permits from other departments may be required.

**Amend Article III. – Zoning District Regulations, Section 28-72. – Permitted and conditional uses by inserting Community Gardens as subsection (43) and incrementally advance all proceeding uses beginning with subsection (44) Convenience store.**

		Zoning Districts											
		R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	C-3	C-4	I-1	I-2
(43)	Community Gardens	C	C	C	C		C						
(44)	Convenience store							C	C	C	C		
(45)	Day care facility												
	a. Family day care home	P	P	P	P	P	P						
	b. Group day care home (must be located in a single-family dwelling with a minimum lot size of seven thousand five hundred (7,500) square feet)	P	P	P	P	P	P						
	c. Child care center	C	C	C	C	C	C	C	C	C	C		
(46)	Delicatessen							P	P	P	P		
(47)	Department store									P	P		
(48)	Diaper, linen and towel supply service									P	P		
(49)	Drapery, curtain shop								P	P	P		
(50)	Drugstore							P	P	P	P		
(51)	Dry cleaners, custom and self-service							P	P	P	P		
(52)	Dwelling												
	a. One-family detached	P	P	P	P	P	P						
	b. Two-family		P	P	P		P						
	c. Multiple-family			P	P								
	d. Conversion of one- and/or two-family residences into multiple-family dwelling units,			P	P								

		provided these conform with the lot area and yard requirements prescribed for multiple-family dwellings in this chapter													
	e.	Permitted in buildings of two (2) stories in height or greater, provided that no dwelling unit shall occupy any portion of the building at ground level							P	P	P	P			
	f.	Watchman or caretaker residence, secondary to a primary use permitted in this district											P	P	
(53)		Egg and poultry store, with no slaughtering, eviscerating or dressing of poultry conducted outside of an enclosed structure										P			
(54)		Electrical equipment and motor assembly											P		
(55)		Electrical supplies, wholesale and storage										P			
(56)		Experimental laboratory											P		
(57)		Exterminator service										P			
(58)		Factory and mill supplies										P	P		
(59)		Feed and fertilizer, sales and storage										P	P		
(60)		Florist—Gift shop							P	P	P				
(61)		Fraternity or sorority house and college-owned dormitories				P									
(62)		Fruit, vegetable, fish and poultry wholesale market										P			
(63)		Funeral home				C			P	P	P				
(64)		Furniture store							P	P	P				
(65)		Garden and lawn supplies store										P			
(66)		Gas station with or without a mini-mart							C	C	C	C	C	C	
(67)		Gift, novelty and souvenir store							P	P	P				
(68)		Greenhouse and nursery										P			
(69)		Grocery store, supermarket and meat market							P	P	P	P			
(70)		Grocers' wholesale supply										P			
(71)		Hardware store							P	P	P	P			
(72)		Headquarters for religious, philanthropic and charitable organizations				P				P	P	P			
(73)		Hearing aid store									P	P			
(74)		Helicopter landing pad				C						C			
(75)		Home occupations, provided all the conditions in the supplemental regulations are met	C	C	C	C	C	C							
(76)		Hospitals, sanitariums and other institutions for human care				C									
(77)		Hotels and motels									P	P			
(78)		Incinerators, or reduction of garbage, refuse, bones, offal or dead animals												C	
(79)		Institution for children or the aged, but not including penal or correctional institution				C									
(80)		Interior decorator, including sales									P	P			
(81)		Jewelry store								P	P	P			
(82)		Jukebox and vending machine service and distribution										P			
(83)		Junkyard												C	
(84)		Laboratory, dental or medical				C					P	P			
(85)		Landing field for aircraft (service buildings must be five hundred (500) feet from any R district)											P		
(86)		Laundry, custom and self-service							P	P	P	P			
(87)		Library, public	C	C	C	C	C	C	P	P	P	P			

(88)	Liquor and wine and malt beverage packaging and distribution											P	P	
(89)	Liquor store (sale by package only)							C	C	C	C			
(90)	Luggage shop									P	P			
(91)	Lumberyard, retail, including only incidental mill work in an enclosed building											P	P	
(92)	Machinery sales, farm or industrial, provided yards shall be enclosed												P	P
(93)	Mail order warehouse									P	P			
(94)	Manufacturing or processing, limited to the following products: Beverage bottling (nonalcoholic); coffee roasting; cosmetics; electrical/electronic equipment; engraving; fishing tackle; home/office furniture/furnishings; instruments (e.g. dental, drafting, musical, surgical); mattresses; paper products; pharmaceuticals; products from purchased plastic, shell, cellophane, glass, rubber and precious or semiprecious metals and stones; radar equip.; radios; surgical supports (e.g. braces, trusses, elastic hosiery); televisions; windows/doors												P	
(95)	Manufacturing or processing of any of the following:													P
	a. Abrasives, acid, alcohol, ammonia, asbestos, bone black, carbon black, lamp black, brick, clay, tile, charcoal and coke;													
	b. Chemicals, cinder block, detergents, soaps and by-products;													
	c. Fungicides and insecticides;													
	d. Gases, glue, or gelatin;													
	e. Grain milling and mixing;													
	f. Graphite, insulation, metals, ingots, castings, sheets, bars or rods;													
	g. Metal plating;													
	h. Oils and fats, animal or vegetable;													
	i. Paints, pigments, enamels, japans, lacquer, varnishes and wood fillers;													
	j. Paper pulp and cellulose; paraffin, wax and wax products;													
	k. Plastics, rubber and rubber products;													
	l. Sauerkraut, vinegar and yeast;													
	m. Viruses, toxins and serums													
(96)	Manufacturing or processing of alkali, asphalt, cement, concrete, fertilizer, gravel, rock, gypsum and other forms of plaster base													C
(97)	Medical and adult use marihuana facilities:													
	a. Grower with or without a colocated processing facility in accordance with Sec. 28-140 of the Code.												P	P
	b. Registered primary caregiver in accordance with MMMA and Chapter 16.	P	P	P	P	P	P	P	P	P	P	P	P	P
	c. Retail or provisioning center facility in accordance with Sec. 28-140 of the Code.									P	P	P	P	

	d.	Secure transporter facility in accordance with Sec. 28-140 of the Code.											P	P
	e.	Safety compliance facility in accordance with Sec. 28-140 of the Code.										P	P	P
	f.	Microbusiness in accordance with Sec. 28-140 of the Code.											P	P
(98)		Metal working (excluding presses of over twenty (20) tons and machine-operated drop hammers)											P	
(99)		Mobile home park					P							
(100)		Mobile home subdivision					P							P
(101)		Monument works provided cutting operations are conducted within a completely enclosed building										P		
(102)		Motorcycle sales and service											P	
(103)		Moving and storage companies										P	P	
(104)		Museum, public	C	C	C	C	C	C	P	P	P	P		
(105)		Music store								P	P	P		
(106)		Newspaper publishing									P	P		
(107)		Newsstand									P	P		
(108)		Office												
	a.	Designed to attract and serve customers on the premises;				P			P	P	P	P	P	
	b.	Designed to attract little or no customer or client traffic. Limited to the conversion of residences or to new construction of residences or to new construction on vacant lots zoned R-6 at the date of adoption of this ordinance [chapter]						P						
(109)		Office supply store including sales of business machines								P	P	P		
(110)		Optician and optometrist shops									P	P		
(111)		Ornamental iron work and fence service										P		
(112)		Outdoor advertising service, including construction and storage of materials and equipment										P		
(113)		Paint and wallpaper store								P	P	P		
(114)		Park and/or playground, public	C	C	C	C	C	C	C	C	C	C	C	C
(115)		Parking and storage yards for motor vehicles and/or transport equipment (must be at least two hundred (200) feet from any R district)											P	
(116)		Parking lots and/or structures either public or privately owned or operated, subject to provisions of sections 28-100 and 28-145(d)(12)			C	C			P	P	P	P		
(117)		Pattern making with light weight nonferrous metal										P		
(118)		Pet store and supplies									P	P		
(119)		Pet grooming services				P			P	P	P	P		
(120)		Pharmacy, as an accessory use located in the same structure as a medical or dental office or clinic				C								
(121)		Photocopying services							C	P	P	P		
(122)		Photographic studio								P	P	P		
(123)		Planned building group shopping centers (see supplemental regulations)							P	P	P	P		

(124)	Planned unit residential development (see supplemental regulations)	P	P	P	P	P	P						
(125)	Plumbing, heating store								P	P	P		
(126)	Plumbing, heating, and sheet metal shops (including punching or material of one-eighth inch or less in thickness)										P	P	
(127)	Pressing, altering, and repairing of wearing apparel							P	P	P	P		
(128)	Printing and publishing, including related processes								P	P	P		
(129)	Public utilities offices and salesrooms									P	P		
(130)	Public utility material storage and service yard										P	P	
(131)	Radiator repair shop										P		
( )	Radio and television broadcasting studios												
	a. With transmitter									P	P	P	P
(132)	b. Without transmitter								C	P	P	P	P
(133)	Recycling collection centers							C	C	C	C	C	C
(134)	Rehabilitation center for handicapped persons				C								
(135)	Resource centers providing services for the betterment of family relationships, neighborhood quality, occupational skills and educational development and similar uses, but excluding alcohol and drug therapy or counseling centers, crime rehabilitation or counseling centers, halfway houses and similar uses	C	C	C	C	C	C	P	P	P	P		
(136)	Repair, rental and servicing of any product the sale of which product is a Use by Right permitted in the same district							P	P	P	P		
(137)	Resale shops, used clothing and furniture (permanent and fully contained within a structure)							P	P	P	P		
(137a)	Resale shops for used furniture (permanent and fully contained within a structure)									P	P		
(138)	Restaurant, including eat-in and carry-out, and including bars and cocktail lounges							P	P	P	P	P	P
(139)	Rooming house, boarding house			P	P								
(140)	Schools (elementary, secondary and college levels for academic instruction)	C	C	C	C	C	C	C	C	C	C		
(141)	Shoe store, sales and repair								P	P	P		
(142)	Sign painting shops									P	P		
(143)	Skating rinks									P	P		
(144)	Social, fraternal clubs, union halls, lodges and similar uses								P	P	P	P	
(145)	Special tools and gauges, checking and service										P		
(146)	Special trades contractors											P	
(147)	Sporting goods store								P	P	P		
(148)	Stockyards, livestock auction yard												C
(149)	Storage												
	a. Bulk storage of explosives												C
	b. Flammable liquids three thousand (3,000) gallons or more, if stored aboveground, shall be at least one hundred (100) feet away from all boundary lines of the premises												C
	c. Liquid petroleum gas five hundred (500) gallons or more, if stored aboveground, shall												C

	be at least fifty (50) feet away from all boundary lines of the premises												
	d. Self-service storage facilities (a building or group of buildings used exclusively as a storage facility for residential goods and available for rent with individual leases for portions of the facility)											C	C
(150)	Studio, school or similar facility for professional work or instruction of any form of fine arts, ceramics, crafts, music, drama, dance and other similar activities. The incidental provision of such instruction in a single family residence will be considered a home occupation (see subsection (74)).				C			P	P	P	P		
(151)	Surgical supplies store									P	P		
(152)	Taxi stands									P	P		
(153)	Telephone exchange									P	P		
(154)	Theaters and theatrical studios									P	P		
(155)	Tire and battery shops including recapping and rebuilding										P		
(156)	Toy store								P	P	P		
(157)	Travel agencies				P				P	P	P		
(158)	Truck repair and service											P	P
(159)	Trucking freight terminal and yards												P
(160)	Trucking terminal, intercity										P		
(161)	Variety and notions store								P	P	P		
(162)	Wall and floor coverings stores								P	P	P		
(163)	Welding shop										P	P	
(164)	Wholesale and warehousing of any commodity permitted to be made or processed in the same district									P	P	P	P
(165)	Work release (halfway) house (see additional development requirements in section 28-140)										P		P
(166)	Accessory nonresidential uses and structures not otherwise prohibited, customarily accessory and incidental to any use by right							C	C	C	C	C	C
(167)	Any residential accessory use or structure clearly incidental and customary to the operation of the uses by right (such as a garage) when located on the same property	P	P	P	P	P	P	P/C*					
168	Legal nonconformities	C	C	C	C	C	C	C	C	C	C	C	C

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** April 5, 2022

**SUBJECT:** **Request to adopt a resolution approving selected projects for additional funds for the 2023-2026 Transportation Improvement Plan (TIP).**

---

**Recommendation:**

**To adopt a resolution to approve the project list as selected for inclusion in the 2023-2026 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected projects.**

Attached is a report and resolution from Jon Dowling, City Engineer, regarding adoption of a resolution for additional 2023-2026 TIP projects as outlined in the report.

I recommend adoption of the resolution. Your consideration and concurrence is appreciated.

JG



## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**DATE:** April 5, 2022

**RECOMMENDATION:** To adopt a resolution to approve the project list as selected for inclusion in the 2023-2026 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected projects.

### SUMMARY

To comply with the current Federal Road Funding Act, the Transportation Improvement Plan (TIP) is prepared every four years. With the new Federal Highway Funding included in the Infrastructure Investment and Jobs Act (IIJA), additional funding for a Carbon Reduction Program is provided to the Jackson Urbanized Area to be added to the 2023-2026 TIP.

### BUDGETARY CONSIDERATIONS

See table below in the discussion of the issue.

### HISTORY, BACKGROUND and DISCUSSION

R2PC, being the Metropolitan Planning Organization (MPO) for the Jackson Urbanized Area, had called for projects to be included in the TIP for fiscal years 2023-2026. City Council approved a resolution on October 12, 2021 for the initial funding.

### DISCUSSION OF THE ISSUE

The MPO has an estimated \$1,503,000 in additional federal funds for the four year TIP. On March 16, 2022, City Engineering met with R2PC, Jackson County Department of Transportation and Jackson Area Transit Authority to select projects to fit within the federal funding amounts per year. The projects selected within the City of Jackson for reconstruction and/or rehabilitation are as follows:

Fiscal Year	Project	Limits	Federal Amt	City Share
2024	MLK Equality Trail Phase I	Prospect to Martin Luther King, Jr.	\$375,000	\$123,000
2025	MLK Equality Trail Phase II	Martin Luther King, Jr. to Merriman, plus Woodsum connector	\$384,000	\$99,000
<b>TOTALS</b>			<b>\$759,000</b>	<b>\$222,000</b>

### POSITIONS

Engineering requests that the attached resolution to approve the project list as selected for inclusion in the 2023-2026 Transportation Improvement Plan be adopted.

ATTACHMENT

## RESOLUTION

BY CITY COUNCIL:

WHEREAS, Region 2 Planning Commission, being the Metropolitan Planning Organization for the Jackson Urbanized Area, has a call for projects for the Transportation Improvement Plan for fiscal years 2023–2026; and

WHEREAS, the Metropolitan Planning Organization, through the Jackson Area Comprehensive Transportation Study, has an additional \$1,503,000 in federal funds for the four year Transportation Improvement Plan for the local agencies; and

WHEREAS, City Engineering met on March 16, 2022, with Region 2 Planning Commission, Jackson County Department of Transportation, Jackson Area Transportation Authority and MDOT to select projects to fit within the Federal Funding per year; and

WHEREAS, the additional funding is for the Carbon Reduction Program; and

WHEREAS, projects are selected based on construction cost only with Federal Funds paying 80% of the cost and City Funds paying 20% of the cost; and

WHEREAS, projects selected within the City of Jackson for reconstruction and/or rehabilitation are as follows:

**FY 2024 MLK Equality Trail Phase I: Prospect to Martin Luther King, Jr.**

Proposed Work: Reconstruct the existing 8' wide asphalt path with a 12' wide concrete path.  
Estimated Construction Cost = \$498,000; with Federal Portion = \$375,000.

**FY 2025 MLK Equality Trail Phase II: Martin Luther King, Jr. to Merriman with Woodsum Connector**

Proposed Work: Reconstruct the existing 8' wide asphalt path with a 12' wide concrete path.  
Estimated Construction Cost = \$483,000; with Federal Portion = \$384,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the project list as selected for inclusion in the 2023-2026 Transportation Improvement Plan; and

BE IT FURTHER RESOLVED that the City Council approves the local match and is willing to pay the local match for the selected projects.

\* \* \* \*

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 5<sup>th</sup> day of April, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 6<sup>th</sup> day of April, 2022.

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Daniel Mahoney, Mayor

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Andrea Muray, City Clerk

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** April 5, 2022

**SUBJECT:** **Changes to the Standard Lighting Contract for streetlights with Consumers Energy for the addition of seven new streetlights**

---

**Recommendation:**

**Approve the Resolution for Changes to the Standard Lighting Contract for seven streetlights with Consumers Energy and authorize the Mayor and City Clerk to execute the appropriate documents.**

Attached is a report from Jon Dowling, City Engineer accompanied by a resolution, contract change authorization form, invoice, and plan sheet from Consumers Energy regarding the addition of seven new streetlights.

I recommend adoption of the resolution for the change to the Standard Lighting Contract for streetlights with Consumers Energy to allow for the installation of seven streetlights, authorization for associated form execution and invoice payment. Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Jon H. Dowling, P.E., City Engineer

**DATE:** April 5, 2022

**RECOMMENDATION:** Approve the Resolution for Changes to the Standard Lighting Contract for seven streetlights with Consumers Energy and authorize the Mayor and City Clerk to execute the appropriate documents.

## SUMMARY

The City has requested that Consumers Energy install seven (7) new streetlights which is the first phase of streetlights being installed based on the City Council action on January 25, 2022. Attached is an Authorization for Change in Standard Lighting Contract form, a Resolution for City Council Adoption, an invoice for \$700 and additional information from Consumers.

## BUDGETARY CONSIDERATIONS

The estimated installation charge for the new streetlights is \$700.

## HISTORY, BACKGROUND and DISCUSSION

On January 25, 2022, City Council authorized the City Engineer to coordinate with Consumers Energy to have streetlights installed. This request was forwarded to Consumers Energy who then provided the attached authorization, resolution and invoice documents as well as the design for the installation of the streetlights.

## DISCUSSION OF THE ISSUE

The City of Jackson is responsible for the streetlight system within the City. The City contracts with Consumers Energy to provide streetlights on their wood utility poles within the City's neighborhoods. The resolutions for changes is the first phase to have streetlights installed.

## POSITIONS

I request approval of the attached Resolution for Changes to the Standard Lighting Contract for seven streetlights with Consumers Energy and authorization for the Interim City Manager and City Clerk to execute the appropriate documents.

---

## ATTACHMENTS

**RESOLUTION**

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated \_\_\_\_\_,

heretofore submitted to and considered by this ☐ commission ☐ council ☐ board ;and

RESOLVED, further, that the \_\_\_\_\_ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN  
COUNTY OF Jackson

I, \_\_\_\_\_, Clerk of the City of JACKSON, do hereby certify that the foregoing resolution was duly adopted by the ☐ commission ☐ council ☐ board of said municipality, at the meeting held on \_\_\_\_\_.

Dated:

\_\_\_\_\_  
Municipal Customer Type: City

\_\_\_\_\_



**AUTHORIZATION FOR CHANGE IN  
STANDARD LIGHTING CONTRACT  
(COMPANY-OWNED) FORM 547**

Contract Number: 103033105687

Consumers Energy Company is authorized as of \_\_\_\_\_, by the City of JACKSON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of JACKSON, dated 10/1/2018.

Lighting Type:

Select...

Notification Number(s):

1061259448

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2018 shall remain in full force and effect.

City of JACKSON

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

Its

\_\_\_\_\_  
(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

## GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1					<u>Install</u>	40W LED COBRA - 1121 S HIGBY ST
1					<u>Install</u>	40W LED COBRA - 711 UNION ST
1					<u>Install</u>	40W LED COBRA - 711 ELMWOOD AVE
1					<u>Install</u>	40W LED COBRA - 707 GLENWOOD AVE
1					<u>Install</u>	40W LED COBRA - 712 OAKDALE AVE
1					<u>Install</u>	40W LED COBRA - 417 MCNEAL ST
1					<u>Install</u>	40W LED COBRA - 1204 THIRD ST

## GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1					<u>Install</u>	40W LED COBRA - 1121 S HIGBY ST
1					<u>Install</u>	40W LED COBRA - 711 UNION ST
1					<u>Install</u>	40W LED COBRA - 711 ELMWOOD AVE
1					<u>Install</u>	40W LED COBRA - 707 GLENWOOD AVE
1					<u>Install</u>	40W LED COBRA - 712 OAKDALE AVE
1					<u>Install</u>	40W LED COBRA - 417 MCNEAL ST
1					<u>Install</u>	40W LED COBRA - 1204 THIRD ST







A CMS Energy Company

**CEM Support Center**

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

March 22, 2022

NOTIFICATION #:  
1061259448

CITY OF JACKSON  
908 W WASHINGTON AVE  
JACKSON, MI 49203-1628

REFERENCE: CITY OF JACKSON VARIOUS 1, JACKSON

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:

\$ -

Installation Charge:

\$ 700.00

Additional Costs

**Total Estimated Cost:**

**\$ 700.00**

Less Prepayment Received:

\$ -

**Total Estimated Cost Due:**

**\$ 700.00**

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: [POBoxCEServiceRequest@cmsenergy.com](mailto:POBoxCEServiceRequest@cmsenergy.com). Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Kristen Greenwood

at (844) 316-9537

.



CITY OF JACKSON  
161 W MICHIGAN AVE  
JACKSON MI 49201-1315

Amount Due: \$700.00

Please pay by: April 05, 2022

▶

Invoice Number	9322554051
PO Number	
PO Date	
Bill Date	03/22/22

▶ Account: 3000 1977 4177 ◀

▶ CITY OF JACKSON VARIOUS 1 JACKSON - ELECTRIC UTILITY INSTALLATION - NOTIFICATION NUMBER (s):  
1061259448 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	7.0 EA	\$100.00	\$700.00
TOTAL DUE:			\$700.00
See Page 2 for Payment Options.			
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan			

INVOICE QUESTIONS - Contact: Kristen Greenwood -(844) 316-9537 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY  
CEM Support Ctr - Lansing RM 122  
PO Box 30162  
Lansing, MI 48909-7662

PREPAYMENT REQUEST

Account: 3000 1977 4177

Amount Due: \$700.00

Please pay by: April 05, 2022

▶ Enclosed:

6 330031823631 000000700005 0000 2056 5 300019774177 H

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** April 5, 2022

**SUBJECT:** Request to adopt a resolution approving the project as selected for the FY 2022 Federal Highway Funds inclusion in the 2020-2023 Transportation Improvement Plan (TIP).

---

**Recommendation:**

**To adopt a resolution to approve the project as selected for the FY 2022 Federal Highway Funds in the 2020-2023 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected projects.**

Attached is a report and resolution from Jon Dowling, City Engineer, regarding adoption of a resolution as outlined in the report.

I recommend adoption of the resolution. Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**DATE:** April 5, 2022

**RECOMMENDATION:** To adopt a resolution to approve the project as selected for the FY 2022 Federal Highway Funds in the 2020-2023 Transportation Improvement Plan (TIP) and to acknowledge that the City is willing to pay the local match for the selected projects.

## SUMMARY

To comply with the current Federal Road Funding Act, the Transportation Improvement Plan (TIP) is prepared every four years. As part of the process, Region 2 Planning Commission (R2PC) has requested that the local agencies in the Jackson Urbanized Area requesting federal funding obtain a resolution of support from their governing bodies. The Jackson Urbanized Area has received an additional \$386,778 in Federal Highway Funds for fiscal year 2022.

## BUDGETARY CONSIDERATIONS

The Jackson Area Comprehensive Transportation Study (JACTS) has received additional funding which was divided between the City and County, with the City to receive \$193,389 in FY 2022 funding with an 80/20 match.

## HISTORY, BACKGROUND and DISCUSSION

R2PC, being the Metropolitan Planning Organization (MPO) for the Jackson Urbanized Area, administers the federal funds to be included in the TIP for the local agencies in the Jackson Area. The City has about 44.5 miles of federal aid eligible roads of the approximately 155 miles of City roads. From 2008 to 2021 the City has rebuilt or resurfaced 12.85 miles of the federal aid eligible roads or about 30%. The City also has 42 signals which are all on federal aid eligible roads. Since 2002, 13 City signals have been replaced by the City and 4 were replaced by MDOT prior to Washington Avenue going from Trunk line to a City Street in 2018. Four signals are on the TIP to be replaced in 2021, three of which are funded by federal safety funds. Traffic signals do not have a life of more than 30 years and MDOT replaces their signals every 20 years to minimize breakdowns.

## DISCUSSION OF THE ISSUE

The City has a number of old traffic signals in our system. The installation date for the signal at Greenwood Avenue and High Street is unknown. The signal is old and has been modified over the years to bring them it up to a minimum standard but does not have the number of heads in the proper place to meet the standards in the Michigan Manual of Uniform Traffic Control Devices. Engineering recommends using the additional funds available to the City to rebuild the signal at Greenwood at High with a new mast arm signal.

The projects selected within the City of Jackson for reconstruction and/or rehabilitation are as follows:

Fiscal Year	Project	Limits	Federal Amt	City Share
2022	Greenwood Avenue Signal	At High Street	\$193,389	\$71,211

## POSITIONS

Engineering requests that the attached resolution to approve the project as selected for the FY 2022 Federal Highway Funds inclusion in the 2020-2023 Transportation Improvement Plan (TIP) be adopted.

Attachment

## RESOLUTION

BY CITY COUNCIL:

WHEREAS, Region 2 Planning Commission, being the Metropolitan Planning Organization for the Jackson Urbanized Area, has received additional \$386,778 in federal funds for Fiscal Year 2022 to add to the Transportation Improvement Plan for fiscal years 2020–2023; and

WHEREAS, City Engineering met on March 16, 2022, with Region 2 Planning Commission, Jackson County Department of Transportation and Jackson Area Transportation Authority to select projects and to divide the Federal Funding per agency; and

WHEREAS, the funds were distributed with the City receiving \$193,389 in FY 2022 funds; and

WHEREAS, a project selected within the City of Jackson for reconstruction and/or rehabilitation is as follows:

**FY 2022 Greenwood/High Traffic Signal**

Reconstruct traffic signal with new mast arm signal.

Estimated Construction Cost = \$262,600; with Federal Portion = \$193,389.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the project as selected for inclusion in the 2020-2023 Transportation Improvement Plan; and

BE IT FURTHER RESOLVED that the City Council approves the local match and is willing to pay the local match for the selected projects.

\* \* \* \*

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

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 5<sup>th</sup> day of April, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 6<sup>th</sup> day of April, 2022.

---

Daniel Mahoney, Mayor

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Andrea Muray, City Clerk

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** April 5, 2022  
**SUBJECT:** **Resolution to Apply for Local Bridge Program Funding  
Martin Luther King, Jr. Drive bridge over the Grand River**

---

**Recommendation:**

**Approve a resolution for application to the Michigan Department of Transportation (MDOT) for Local Bridge Program Funding, authorization for the Mayor and City Clerk to execute the resolution, and authorization for the City Engineer to file an application for the Martin Luther King, Jr. Drive bridge over the Grand River**

Attached is a memo from Jon H. Dowling, City Engineer, regarding a resolution to apply to MDOT for Local Bridge Program Funding for the Martin Luther King, Jr. Drive bridge over the Grand River.

I recommend approval. Your consideration and concurrence is appreciated.

JG

Attachments

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Jon H. Dowling, P.E., City Engineer  
**DATE:** April 5, 2022

**RECOMMENDATION:** Approve a resolution for application to the Michigan Department of Transportation (MDOT) for Local Bridge Program Funding, authorization for the Mayor and City Clerk to execute the resolution, and authorization for the City Engineer to file an application for the Martin Luther King, Jr. Drive bridge over the Grand River.

## SUMMARY

The Michigan Department of Transportation (MDOT) is soliciting applications for candidate projects for the Local Bridge Program. Engineering has determined that the Martin Luther King, Jr. Drive bridge over the Grand River qualifies for full replacement.

## BUDGETARY CONSIDERATIONS

The total construction cost is estimated at \$3,014,000 with the Local Bridge Program paying 95% of the construction cost with federal and state funding. The City is responsible for the remaining 5% along with 100% of the engineering costs. The total estimated cost for the City is \$904,200. This cost would be paid from the Major Street Fund.

## HISTORY, BACKGROUND and DISCUSSION

The City has 15 bridges that it is responsible to have inspected annually or bi-annually and to maintain. Michigan legislation enacted on October 1, 2004 created the Local Bridge Program. With the City's application for the Local Bridge Program, the City must commit to funding within the fiscal year for which we are applying. The current call for projects is for MDOT's fiscal year 2024-2025.

## DISCUSSION OF THE ISSUE

A bridge inspection completed in 2021 noted that the Martin Luther King, Jr. Drive bridge over the Grand River is in deteriorating condition and recommends a full replacement.

## POSITIONS

I am requesting the attached resolution to apply for Local Bridge Program Funding through MDOT for the Martin Luther King, Jr. Drive bridge over the Grand River be approved, the Mayor and City Clerk be authorized to execute the resolution and the City Engineer be authorized to file an application.

## RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, the bridge located on Martin Luther King, Jr. Drive over the Grand River in the City of Jackson was constructed in 1903; and

WHEREAS, a bridge inspection completed in 2021 noted that the bridge is in deteriorating condition and recommended full replacement; and

WHEREAS, the Michigan Department of Transportation is accepting new applications for the Local Bridge Program; and

WHEREAS, if successful, the City will receive Federal and State funding in fiscal year 2024-2025 to finance 95% of construction costs, and the City will fund 5% of the construction cost and 100% of the engineering costs; and

WHEREAS, based upon engineering conceptual estimates, the projected construction cost is \$3,014,000; and

WHEREAS, 5% of the conceptual construction cost is \$150,700, and estimated engineering costs are \$753,500, for a total estimated City cost of \$904,200.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby certifies its support of the filing by the City Engineer on behalf of the City of Jackson an application for the Martin Luther King, Jr. Drive bridge over the Grand River under the Michigan Department of Transportation Local Bridge Program.

\* \* \* \* \*

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

I, Andrea Muray, City Clerk, in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 5<sup>th</sup> day of April, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 6<sup>th</sup> day of April, 2022.

---

Daniel Mahoney, Mayor

---

Andrea Muray, City Clerk



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** April 5, 2022  
**SUBJECT:** **Resolution to Apply for Local Bridge Program Funding for Preventive Maintenance for Three Bridges within the City**

---

**Recommendation:**

**Approve a resolution for application to the Michigan Department of Transportation (MDOT) for Local Bridge Program Funding, authorization for the Mayor and City Clerk to execute the resolution, and authorization for the City Engineer to file an application for Preventive Maintenance on three bridges within the City.**

Attached is a memo from Jon H. Dowling, City Engineer, regarding a resolution to apply to MDOT for Local Bridge Program Funding for three bridges within the City.

I recommend approval. Your consideration and concurrence is appreciated.

JG

Attachments

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Jon H. Dowling, P.E., City Engineer

**DATE:** April 5, 2022

**RECOMMENDATION:** Approve a resolution for application to the Michigan Department of Transportation (MDOT) for Local Bridge Program Funding, authorization for the Mayor and City Clerk to execute the resolution, and authorization for the City Engineer to file an application for Preventive Maintenance on three bridges within the City.

## SUMMARY

The Michigan Department of Transportation (MDOT) is soliciting applications for candidate projects for the Local Bridge Program. Engineering has determined that three bridges over the Grand River qualify for preventive maintenance.

## BUDGETARY CONSIDERATIONS

The total construction cost is estimated at \$235,000 with the Local Bridge Program paying 95% of the construction cost with federal and state funding. The City is responsible for the remaining 5% along with 100% of the engineering costs. The total estimated cost for the City is \$58,750. This cost would be paid from the Major Street Fund.

## HISTORY, BACKGROUND and DISCUSSION

The City has 15 bridges that it is responsible to have inspected annually or bi-annually and to maintain. Michigan legislation enacted on October 1, 2004 created the Local Bridge Program. With the City's application for the Local Bridge Program, the City must commit to funding within the fiscal year for which we are applying. The current call for projects is for MDOT's fiscal year 2024-2025.

## DISCUSSION OF THE ISSUE

A bridge inspection completed in 2020 noted that three bridges over the Grand River are in deteriorating condition and recommends preventive maintenance.

## POSITIONS

I am requesting the attached resolution to apply for Local Bridge Program Funding through MDOT for these three bridges be approved, the Mayor and City Clerk be authorized to execute the resolution and the City Engineer be authorized to file an application.

## ATTACHMENTS

## RESOLUTION

BY THE CITY COUNCIL:

WHEREAS, a bridge inspection completed in 2020 noted that three bridge are deteriorating and recommended bridge preventive maintenance as listed below:

Bridge	Year Built	Structure No.	Preventive Maintenance Estimated Cost
East High St., over Grand River	1968/2011	SN 4536	\$ 62,000
Losey Ave., over Grand River	2005	SN 4547	\$ 41,000
East Morrell St., over Grand River	1936/1982	SN 4538	\$132,000

; and

WHEREAS, the Michigan Department of Transportation is accepting new applications for the Local Bridge Program; and

WHEREAS, if successful, the City will receive Federal and State funding in fiscal year 2024-2025 to finance 95% of construction costs, and the City will fund 5% of the construction cost and 100% of the engineering costs; and

WHEREAS, based upon engineering conceptual estimates, the projected construction cost is \$235,000; and

WHEREAS, 5% of the conceptual construction cost is \$11,750, and estimated engineering costs are \$47,000, for a total estimated City cost of \$58,750.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Jackson hereby certifies its support of the filing by the City Engineer on behalf of the City of Jackson an application for the Bridge Preventive Maintenance for three City bridges under the Michigan Department of Transportation Local Bridge Program.

\* \* \* \* \*

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

I, Andrea Muray, City Clerk, in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 5<sup>th</sup> day of April, 2022.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 6<sup>th</sup> day of April, 2022.

---

Daniel Mahoney, Mayor

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Andrea Muray, City Clerk

**MEMO TO:** Mayor and City Council

**FROM:** Jonathan Greene, City Manager

**DATE:** April 5, 2022

**SUBJECT:** The sale of City owned property located at 228 W. Michigan Avenue (Hotel Hayes), for \$25,000.00 to J. Jeffers & Co.

---

**Recommendation:** Approve the sale of the Hotel Hayes, located at 228 W. Michigan Avenue to J. Jeffers & Co. Authorize the City Manager to create the Property Transfer and Development Agreement and any other authorized documents to complete the sale of the Property, making minor modifications as necessary.

The City of Jackson owns the Hotel Hayes, located at 228 W. Michigan Avenue. Through an RFP process, J. Jeffers & Co. provided the most comprehensive and achievable project plan; resulting in a mixed-use facility that will contribute to the vibrancy of downtown Jackson.

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Attachments: Draft Property Transfer and Development Agreement

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Scott Fleming, The Anchor Initiative

**DATE:** Council Meeting- April 5, 2022

**RECOMMENDATION:** Approve the sale of the Hotel Hayes, located at 228 W. Michigan Avenue, to J. Jeffers & Co.

### SUMMARY

The City of Jackson owns the Hotel Hayes located at 228 W. Michigan Avenue. Through a comprehensive RFP process, the project plan from J. Jeffers & Co. from Milwaukee, WI was selected. The proposed purchase price is \$25,000.00. Completion of the project would offer significant value to the downtown corridor, providing mixed-use development; housing, retail, restaurant, corporate offices.

### BUDGETARY CONSIDERATIONS

Sale of the property for \$25,000.00 would mean the property will be placed back on the tax rolls, and the City would no longer incur the cost of seasonal maintenance.

### HISTORY, BACKGROUND and DISCUSSION

Completed in 1926, the Hotel Hayes is a 10-story, 113,366 square foot building, including a basement. It is addressed to 228 W. Michigan Avenue and is sited on a rectangular shaped 0.382 acre parcel. The main facade of the hotel faces south towards West Michigan Avenue, with a secondary entrance facing Blackman Park.

The first floor of the subject building includes approximately 11,220 square feet of space, while the second floor includes approximately 6,685 square feet of space. Floors three through ten include footprints of approximately 9,850 square feet of space on each floor. The first four floors of the building's interior are composed of an intricate combination of single, double height, and split level spaces and contain the hotel lobby, a ballroom, and office space created by a later addition mezzanine level.

In 2004, the Hotel Hayes was purchased by the City of Jackson for redevelopment once Consumers Energy consolidated in a new headquarters on the east end of downtown. While the building has been vacant since 2003, the city has put significant time and resources into keeping the building secure and dry. The historical integrity of the building facade is largely intact and many original features are still present on the interior.

Restoring the Hotel Hayes is a legacy project that will be celebrated for decades to come. The building offers an incredible investment opportunity to restore historic elements and finishes, while improving the connectivity of the interior and exterior spaces, introducing modern amenities, and ultimately creating a vibrant anchor on the west end of downtown.

**ATTACHMENTS:** Draft Property Transfer and Development Agreement

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement"), dated as of April \_\_\_\_ 2022, is made and entered into by and between **CITY OF JACKSON**, a Michigan municipal corporation, with a business address of 161 W. Michigan Avenue, Jackson, MI 49201 ("Seller") and **J. JEFFERS & CO., LLC**, a Wisconsin limited liability company, with a business address of 225 E. Michigan St., #300, Milwaukee, WI 53202 ("Purchaser").

1. Property. Subject to the terms and conditions of this Agreement, in consideration of the Earnest Deposit (as defined in **Section 3.1**), the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller agrees to sell and convey and Purchaser agrees to purchase the following (collectively, the "Property"):

1.1 The real property generally known as 228 West Michigan Avenue, Jackson, Michigan and legally described on **Exhibit A** hereto; provided, however, that the exact legal description for the land shall be determined based upon the final ALTA survey to be prepared pursuant to this Agreement. Notwithstanding the foregoing, it is agreed and understood that the description of the land attached hereto is sufficient for purposes of this Agreement creating binding obligations of the parties hereunder;

1.2 All buildings, structures and improvements on such real property and Seller's interest in and to any fixtures and equipment affixed or attached thereto;

1.3 All rights and appurtenances pertaining to such real property, including without limitation any appurtenant easements;

1.4 All right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way; and

1.5 Any and all zoning approvals, permits, licenses, access rights, development agreements and rights which now or hereafter exist with respect to said real property.

### 2. Contract Date; Closing; Closing Date.

2.1 The "Contract Date" shall be the later of (i) the date first set forth above and (ii) the date on which the last party executes this Agreement or initials an agreed to change. Except as otherwise provided herein, the "Closing Date" shall be thirty (30) days after the expiration of the Due Diligence Period (as defined in **Section 5.1**); provided, however, that if such date is a Saturday, Sunday or legal holiday, then the Closing Date shall be the next Business Day (as defined in **Section 21.5**). Purchaser may designate a date for Closing prior thereto upon the delivery of a written notice thereof given to Seller not less than ten (10) days prior to the desired Closing Date.

2.2 The closing of the transaction contemplated herein ("Closing") shall take place on the Closing Date at the offices of Chicago Title Insurance Company, 111 E. Kilbourn Avenue, Suite 2060, Milwaukee, Wisconsin, 53202, Attn: Marshal Mikolajczak, or such other title company as the parties may agree to ("Title Company"). A party to this Agreement will not be required to be present in person at such

Closing if such party has delivered all of the items it is required to deliver at the Closing to the Title Company on or before the Closing; provided, that if such items have been delivered to the Title Company with escrow instructions, such instructions must be consistent with the provisions of this Agreement. If any such instructions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. The attorneys of each party are hereby authorized to execute and deliver escrow instructions on behalf of their respective clients with the same binding effect as if executed by their respective clients.

3. Purchase Price. The purchase price for the Property, subject to adjustments provided for herein, shall be \$25,000.00 (the "Purchase Price"), payable by wire transfer to the Title Company, in escrow, on the Closing Date and then by wire transfer from the Title Company to Seller, subject to the adjustments provided in this Agreement at Closing.

3.1 An earnest deposit of \$2,500.00 ("Earnest Deposit"), by cash, cashier's check or wire transfer, to be deposited into escrow with the Title Company within five (5) Business Days after the Contract Date to be held for the mutual benefit of the parties hereto in an interest-bearing account at a bank whose accounts are federally insured, and applied against the Purchase Price at Closing; and

4. Deed. Seller shall sell the Property for the Purchase Price on the terms set forth herein and, at Closing, Seller shall convey or cause to be conveyed to Purchaser, title to the Property by recordable form of warranty deed (the "Deed"), duly executed and acknowledged by Seller, in form and substance as attached hereto as **Exhibit B**, subject only to (a) general real estate taxes for the current year not yet due and payable and (b) the Permitted Exceptions (as defined below).

5. Due Diligence.

5.1 Purchaser and its designated agents, contractors and employees, shall have a period of one hundred eighty (180) days after the Contract Date ("Due Diligence Period") within which to enter onto the Property to inspect, investigate, conduct, obtain and review, and discuss with government officials and other third parties, as applicable, at its sole cost and expense unless otherwise noted, (i) the Property (including, without limitation, soil and water samples, boring tests, and testing for the presence of hazardous materials and wastes), (ii) an ALTA survey, (iii) all governmental and quasi-governmental approvals necessary or desirable for Purchaser's anticipated use of the Property, including, without limitation, entitlements and incentives, (iv) an environmental assessment of the Property, (v) a title commitment ("Title Commitment") from the Title Company and underlying title documents, and (vi) any other matters with respect to the Property, or the development or financing thereof, deemed necessary by Purchaser in its sole discretion. Purchaser shall have the right, on or before 11:59 p.m. CST the last day of the Due Diligence Period, to terminate this Agreement, for any or no reason, by giving written notice to Seller of such termination. If Purchaser terminates this Agreement as aforesaid, the Title Company shall distribute the Earnest Deposit in accordance with the procedures set forth in **Section 19.3** below, and neither party shall have any further rights or obligations hereunder, except for any obligations which expressly survive such termination under this Agreement.

5.2 Purchaser agrees to indemnify and defend Seller and Seller's employees, agents, and representatives against, and to hold them harmless from, any and all claims, suits and liabilities to the extent arising out of Purchaser's physical inspection of the Property and Purchaser agrees to repair any damage to the

Property to the extent caused by such physical inspection. Purchaser's repair and indemnity obligations shall survive termination of this Agreement.

5.3 Purchaser shall order a Title Commitment from the Title Company and may order an ALTA survey. On or before the 11:59 p.m. CST not later than twenty (20) days prior to the expiration of the Due Diligence Period, Purchaser may deliver to Seller a notice (an "Objection Notice") that Purchaser objects to any items reflected on the Title Commitment or survey and describing such objections ("Purchaser's Objections"). If Purchaser delivers an Objection Notice, then Seller and Purchaser shall negotiate in good faith to resolve Purchaser's Objections prior to the expiration of the Due Diligence Period. If Purchaser and Seller are able to reach agreement to resolve Purchaser's Objections prior to such expiration, this Agreement shall be amended to reflect such agreement. If Purchaser and Seller are unable to reach agreement to resolve Purchaser's Objections prior to such expiration, then Purchaser shall provide written notice to Seller of such failure in writing and this Agreement shall automatically terminate on midnight on the last day of the Due Diligence Period in which event the Title Company shall distribute the Earnest Deposit in accordance with the procedures set forth in **Section 19.3** below, and neither party shall have any further rights or obligations hereunder, except for any obligations which expressly survive such termination under this Agreement.

5.4 Notwithstanding anything to the contrary herein, if Purchaser does not terminate this Agreement, Seller shall cause to be removed prior to the Closing (or, in the case of the payoff of any mortgage debt, at the Closing) all title exceptions pertaining to mortgages, financing statements, assignments of leases or rents, security agreements, judgment liens, tax liens (other than liens for general real estate taxes which are not yet due and payable), mechanic's liens or claims thereof or similar liens or encumbrances of a definite or ascertainable amount (collectively, "Monetary Liens"). Seller shall cause, at its sole cost and expense, all Monetary Liens to be removed at or prior to the Closing and in no event shall any Monetary Lien constitute a Permitted Exception regardless of whether Purchaser objects to the same during the Due Diligence Period.

5.5 All special exceptions to title set forth in the Title Commitment, other than Monetary Liens, shall be deemed to constitute "Permitted Exceptions", except to the extent Seller agrees in writing to cause the same to be removed following an Objection Notice; provided, however, that if Purchaser receives notice of any additional exceptions to title after the issuance of the first Title Commitment delivered to Purchaser, then any such exception shall not be deemed to be a Permitted Exception unless Purchaser agrees to the contrary in writing. Seller shall cause all title exceptions which are not Permitted Exceptions to be eliminated by the Title Company at or prior to the Closing. In addition, Seller shall cause all conditions to the issuance of the Title Policy (as defined in **Section 9.4** below), other than the provision of a survey, the payment of any endorsement costs and the provision of any documents as to the legal status and authority of the Purchaser, to be satisfied, at Seller's sole cost and expense.

## 6. Seller Deliveries.

6.1 Within five (5) days following the Contract Date, Seller shall furnish to Purchaser, for Purchaser's review, copies of any and all of the items listed on **Exhibit C** with respect to the Property to the extent in Seller's possession or control (collectively, the "Initial Seller Deliveries").

6.2 Seller shall also deliver to Purchaser (i) copies of any and all documents of the kind described in the foregoing paragraph received by Seller or its agents, employees, representatives or



contractors on and after the Contract Date (“After Acquired Documents”), and (ii) any other types of documents or correspondence reasonably requested by Purchaser on or before the Closing with respect to the Property (the “Additional Documents”). After Acquired Documents shall be delivered to Purchaser within three (3) days after receipt and any and all Additional Documents requested by Purchaser shall be delivered to Purchaser within three (3) days after Purchaser’s written request for such documents to the extent in Seller’s possession or control. The Initial Seller Deliveries, After Acquired Documents and Additional Documents are collectively referred to as the “Seller Deliveries”). Purchaser shall have the right, by the later of ten (10) days of the receipt of any Seller Deliveries or the expiration of the Due Diligence Period, to terminate this Agreement, if such Seller Deliveries disclose any condition of the Property that is objectionable to Purchaser in its sole discretion, by giving written notice to Seller of such termination. If Purchaser terminates this Agreement as aforesaid, the Title Company shall distribute the Earnest Deposit in accordance with the procedures set forth in **Section 19.3** below, and neither party shall have any further rights or obligations hereunder, except for any obligations which expressly survive such termination under this Agreement.

6.3 Purchaser acknowledges and agrees that Seller is providing the Seller Deliveries to Purchaser, without representation or warranty and as an accommodation only, and Purchaser shall not be entitled to rely on such information and shall only rely on its own studies and investigations.

## 7. Access and Inspections; Cooperation.

7.1 Seller hereby grants to Purchaser, its agents, employees, representatives and contractors, effective as of the Contract Date, reasonable access to the Property for the purpose of performing its inspections, reviews and other investigations prior to the Closing Date. Purchaser, its agents, employees, representatives and contractors shall have the right, but not the obligation, to review zoning laws and applicable building codes and to obtain (i) all federal, city, county and state licenses and permits to authorize Purchaser’s intended use of the Property, including, without limitation, all federal, state and local road improvement permits, curb cuts, median cuts, stoplights or other road or highway improvements necessary for Purchaser’s use of the Property, in Purchaser’s sole discretion; (ii) all city, county, state and federal permits, licenses and approvals for the construction or demolition of buildings, structures and improvements on the Property in accordance with Purchaser’s specifications; (iii) all municipal zoning, rezoning, variances, site plan, subdivision or lot split approvals; (iv) all rulings or opinions from any federal, state, county or local agency deemed necessary by Purchaser; (v) all other approvals, licenses, permits, consents and authorizations from third parties deemed necessary by Purchaser to authorize Purchaser’s intended use of the Property, including, without limitation, environmental rulings; and (vi) all other government approvals for Purchaser’s anticipated development of the Property as a mixed use redevelopment consisting of approximately 91 apartment units and 8,000 square feet of commercial/retail space (the “Project”), including, without limitation, approvals of development incentives, in such form and amounts deemed necessary by Purchaser in its sole discretion (collectively, the “Permits and Approvals”); provided, however, that Purchaser shall not be authorized to take any action that will result in any Permits & Approvals, which are final, effective and binding upon the Property, without the Seller’s prior written consent (which Seller may grant or withhold in its discretion) unless and until the Purchaser has waived all contingencies to the Closing of this Agreement and its purchase of the Property.

7.2 Seller shall fully cooperate with Purchaser in obtaining the necessary Permits and Approvals from those governmental agencies other than Seller and any other reasonable request by

Purchaser. Seller shall join in any zoning, land use or incentive application requested by Purchaser, other than such zoning, land use or incentive application solely within the Seller's administrative or legislative authority, all at no cost or expense to Seller. Seller and Purchaser shall otherwise agree to work together in good faith to effectuate the provisions of this Agreement.

7.3 Understanding that Purchaser's receipt or satisfaction of all Permits and Approvals is a condition to Purchaser's obligation to complete the Closing under **Section 9.3**, if at any time prior to the Closing Date Purchaser determines, in its sole discretion, that receipt of the requisite Permits and Approvals is not feasible or is impractical, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller of such termination. If Purchaser terminates this Agreement as aforesaid, the Title Company shall distribute the Earnest Deposit in accordance with the procedures set forth in **Section 18.3** below, and neither party shall have any further rights or obligations hereunder, except for any obligations which expressly survive such termination under this Agreement.

7.4 Without limiting Purchaser's inspection rights set forth in this Section and in **Section 5** above, Purchaser, its agents, employees, representatives and contractors shall have reasonable access to the Property at any time prior to the Closing Date to confirm, at its sole cost and expense, the results of its earlier testing and inspections have not changed, which activities may include, without limitation, additional environmental site assessments and testing.

7.5 Prior to the Closing Date, Purchaser shall have the right, but not the obligation, to have the Property listed on the National Register of Historic Places and take such other steps as may be reasonably necessary to secure state and federal rehabilitation tax credits to finance the Project.

8. Affirmative Covenants. Seller shall cause the Property to be maintained free from waste and neglect and shall not allow the dumping on the Property of any wastes or substances of any kind whatsoever. Seller shall not, without the prior written consent of Purchaser, which will not be unreasonably withheld or delayed, (i) enter into any transaction in respect to or affecting the Property or the development thereof, including, without limitation, leases or service, maintenance, management, construction or repair contracts in respect to or affecting the Property, which will survive the Closing, (ii) further encumber the Property in any form or manner whatsoever, (iii) create or allow to be created any additional exceptions to title to the Property or amend or terminate any existing exceptions to title, except to the extent required herein, or (iv) grade or otherwise improve the Property or any adjacent property owned by Seller in any manner, except to the extent expressly provided herein.

9. Conditions Precedent to Purchaser's Obligations. Seller acknowledges that Purchaser's obligation to complete the Closing under this Agreement is expressly contingent upon satisfaction of each and every one of the following:

9.1 Seller's compliance with the terms of this Agreement;

9.2 Seller's representations and warranties being true and correct on the Contract Date and remaining true through the Closing of this transaction;

9.3 Purchaser's receipt or satisfaction of all Permits and Approvals (as defined in **Section 7.1**);

9.4 The issuance to Purchaser of the extended ALTA owner's policy of title insurance in the amount of the Purchase Price pursuant to the Title Commitment, subject only to the Permitted Exceptions, upon payment of the premium therefor (the "Title Policy"); and

9.5 Purchaser's additional testing and inspections of the Property pursuant to **Section 7** above shall have revealed (a) no additional environmental problems or concerns, (b) no additional liens, encumbrances or other matters affecting title to the Property or Purchaser's intended use of the Property which Seller is unable or unwilling to cause to be removed or resolved prior to Closing, and/or (c) no violation of the terms and conditions of this Agreement by Seller.

The foregoing conditions are (x) necessary prerequisites for Purchaser's purchase of the Property; (y) included in this Agreement solely for Purchaser's benefit; and (z) may be waived solely by Purchaser, in Purchaser's sole discretion. If any of the foregoing conditions are not satisfied or waived in writing by Purchaser on or before the Closing Date, this Agreement shall terminate at midnight on the Closing Date and in that event, the Title Company shall distribute the Earnest Deposit in accordance with the procedures set forth in **Section 18.3** below, and neither party shall have any further rights or obligations hereunder, except for any obligations which expressly survive such termination under this Agreement. Notwithstanding the foregoing, if one of the foregoing conditions is not satisfied as a result a Seller's failure to perform under this Agreement or otherwise due to the violation of the terms and conditions of this Agreement by Seller, Purchaser may exercise its rights and pursue remedies in accordance with **Section 18.2** below.

10. Conditions Precedent to Seller's Obligations. Purchaser acknowledges that Seller's obligation to complete the Closing under this Agreement is expressly contingent upon satisfaction of each and every one of the following:

10.1 Purchaser's compliance with the terms of this Agreement; and

10.2 Purchaser's representations and warranties being true and correct on the Contract Date and remaining true through the Closing of this transaction.

11. Seller's Covenants, Representations and Warranties. Seller covenants, represents and warrants to Purchaser that, as of the Contract Date and the Closing Date:

11.1 Seller has full and lawful right and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereunder and the undersigned signatories to this Agreement are the only persons whose signatures are needed in order for this Agreement to have been duly executed and delivered by Seller, and binding on Seller;

11.2 Seller owns fee simple title to the Property, subject only to the Permitted Exceptions and any Monetary Liens which Seller shall cause to be released at or prior to Closing. At the Closing, the Seller's representation and warranty herein shall merge into the Deed;

11.3 This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable in accordance with the terms hereof;

11.4 There are no litigation, bankruptcy, administrative proceeding or other proceeding or proceedings pending in any manner affecting the Property, and to the best of Seller's knowledge, none threatened in respect to the ownership or operation of the Property, including without limitation, disputes of tenants, employees, government authorities, environmental groups, prior owners, utilities, contractors, adjoining landowners or suppliers of goods and services;

11.5 There are no management contracts, repair contracts, service contracts, leases, options or any other material agreements relating to the Property or the conduct of business thereon, except as provided to Purchaser within the time period set forth in **Section 6** above;

11.6 Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said section (and Seller will furnish to Purchaser at Closing an exemption certificate as set forth in said section);

11.7 To the best of Seller's knowledge, there are no unrecorded restrictions, contracts or other documents which could, in any manner or at any time whatsoever, affect or prohibit the development of the Property for any commercial use or which could affect the manner or type of goods or services to be provided or sold from or at the Property;

11.8 The Seller Deliveries will be true, correct and complete in all material respects and the same will not omit any material information required to make the submission thereof fair, correct and complete, and except for such documents, there are no leases, occupancy agreements, management contracts, repair contracts, service contracts, options or any other material agreements relating to the Property or affecting the Property or any part thereof which will survive Closing or be binding upon Purchaser;

11.9 Seller has not received any notice: (a) from any federal, state, county or municipal governmental authority alleging any fire, health, safety, building, pollution, environmental, zoning or other violation of law in respect to the Property or any part thereof which has not been entirely corrected; (b) from any insurance company of any defects or inadequacies in the Property or any part thereof which would adversely affect the insurability of the Property or cause the imposition of extraordinary premiums therefor; or (c) proposing or announcing a material change in the tax assessment of the Property or any part thereof from the assessment last made and reflected in the tax bills and assessments furnished to Purchaser pursuant to this Agreement; and

Seller shall notify Purchaser if any of Seller's representations under this Agreement are or become untrue immediately upon Seller's discovery thereof. As provided in **Section 9** above, Purchaser's obligations under this Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Seller being true on the Contract Date and remaining true through Closing. The foregoing covenants, representations and warranties shall survive Closing and delivery of the Deed, except to the extent expressly provided in this Agreement.

EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE SELLER IS SELLING AND THE PURCHASER IS PURCHASING THE PROPERTY "AS IS/WHERE IS" WITHOUT ANY WARRANTIES.

12. Purchaser's Covenants, Representations and Warranties. Purchaser covenants, represents and warrants to Seller that, as of the Agreement Date and the Closing Date:

12.1 Purchaser has full and lawful right and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereunder and the undersigned signatory to this Agreement is the only person whose signature is needed in order for this Agreement to have been duly executed and delivered by Purchaser, and binding on Purchaser.

12.2 Purchaser is a limited liability company, duly organized and validly existing and in good standing under the laws of the State of Wisconsin. The execution and delivery of this Agreement, and the performance by Purchaser of all of its covenants and obligations hereunder, have been approved by all requisite authorization and action on the part of Purchaser and this Agreement constitutes the legal, valid and binding obligation of Purchaser and is enforceable in accordance with the terms hereof.

Purchaser shall notify Seller if any of Purchaser's representations under this Agreement are or become untrue immediately upon Purchaser's discovery thereof. As provided in **Section 10** above, Seller's obligations under this Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Purchaser being true on the Contract Date and remaining true through Closing. The foregoing covenants, representations and warranties shall survive Closing and delivery of the Deed, except to the extent expressly provided in this Agreement.

13. Indemnification. To the extent authorized under Michigan law, the parties shall indemnify, defend and hold each other and their lenders, tenants, agents, employees, members, managers, contractors, successors and assigns (collectively, the "Indemnified Persons") harmless against and with respect to any claims, causes of action, losses, damages, liabilities, judgments, settlements and expenses (including, without limitation, court costs, reasonable fees and costs of attorneys, contractors, consultants, experts witnesses) to the extent suffered or incurred by any one or more of the Indemnified Persons resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant, representation, warranty or agreement by either party hereunder. The indemnification obligations, to the extent authorized under Michigan law, set forth in this Section shall survive Closing and the delivery of the Deed or the termination of this Agreement for any reason.

14. Closing Escrow. For the purpose of closing the transactions described in this Agreement, payment of the Purchase Price, the Deed, and all other instruments necessary to close such transactions shall be passed through escrow with the Title Company in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company with such additional provisions inserted as may be required to conform with this Agreement. The cost of the escrow shall be divided equally between Purchaser and Seller.

15. Adjustments at Closing.

15.1 The following shall be prorated as of the Closing Date, with Seller being charged through the Closing Date: (i) real estate taxes for the year in which Closing occurs pertaining to the Real Estate shall be allocated on a due date basis (i.e. all taxes in each tax bill are deemed allocable to the one year period beginning on the due date stated in that tax bill and any accrued but unpaid general or special assessments payable therewith, (ii) utility charges for sewer, water, gas, and electricity pertaining to the

Property, and (iii) any other customary prorations, and all the same shall be reflected on a closing statement (the “Closing Statement”) to be prepared by the Title Company.

15.2 Purchaser and Seller agree that the Title Company shall be the “reporting person” relative to the transaction contemplated herein for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

15.3 Seller shall pay all costs of (i) obtaining and causing liens to be released, including related recording fees, (ii) any and all transfer taxes, realty transfer fees, deed stamps or other taxes due in connection with the conveyance of the Property, (iii) all commissions and fees due to any broker assisting Seller in this transaction; (iv) all assessments under any covenants and restrictions which are pending, levied or due against the Property, (v) all recording fees for recording the discharge of any liens and other encumbrances to title to the Property that are to be released or removed at Closing, (vi) any title search and examination fees charged by the Title Company, and (vii) the base premium payable with respect to the Title Policy in the amount of the Purchase Price.

15.4 Purchaser will pay (i) the cost of an ALTA survey, and (ii) the costs of any endorsement to the Title Policy and (c) the cost of recording the Deed.

16. Events of Closing. At Closing, (i) Seller shall execute and deliver the Deed, conveying to Purchaser or its designee title to the Property, subject only to the Permitted Exceptions; (ii) Seller shall execute and deliver a title affidavit in customary form, stating that, without limitation, there are no liens, judgments, claims or bankruptcies affecting the Property; (iii) Seller and Purchaser shall each execute such other instruments as the Title Company shall reasonably require to satisfy any conditions to issuance of the Title Policy pursuant to the Title Commitment (including, without limitation copies of such organizational documents and authorizing resolutions to evidence the authority of the person or persons executing and delivering the Deed and the other closing documents); (iv) Purchaser shall deliver into escrow with the Title Company the balance of the Purchase Price, subject to the adjustments and offsets herein provided, by cash or wire transfer; (v) the Title Company shall pay the adjusted and offset Purchase Price to Seller; (vi) Seller and Purchaser shall also execute and deliver such additional documents as may be necessary at Closing or thereafter to conclude the sale of the Property as contemplated by this Agreement, (vii) Seller shall sign and deliver a certification that Seller is not a foreign person (as defined in Section 1445 of the Internal Revenue Code of 1986, as amended) and containing such other certifications as the Title Company may require in connection therewith, (viii) Seller shall deliver sole possession of the Property to Purchaser, free of all rights of tenants, occupants and/or other persons claiming a right to all or any portion of the Property and in a broom clean condition, with all of Seller’s equipment, materials and other personal property removed, and (ix) Purchaser and Seller shall execute and deliver a Closing Statement.

17. Real Estate Brokers and Commission. Seller warrants that it has not contracted with any party to broker its sale of the Property and no party has any right to commission on the sale and purchase of the Property as a result of the acts of omissions of Seller. Purchaser warrants that it has not contracted with any party to broker its purchase of the Property and that no party has any right to commission on the sale and purchase of the Property as a result of the acts of omissions of Purchaser.

18. Default.

18.1 If Purchaser defaults under this Agreement and does not cure any such default within ten (10) days after notice from Seller to Purchaser that such default exists, Seller's sole and exclusive remedy shall be to cancel this Agreement by giving Purchaser and the Title Company written notice thereof in which event Seller shall be entitled to be paid by the Title Company the Earnest Deposit as Seller's sole and liquidated damages, and Seller hereby waives all other legal and equitable remedies for breach of this Agreement, including, without limitation, specific performance.

18.2 If Seller defaults under this Agreement, and does not cure any such default within ten (10) days after notice from Purchaser to Seller that such default exists, or if any of the Seller's representations or warranties are discovered to be untrue in any material respect prior to or on the Closing Date, then Purchaser shall have the right to (i) cancel this Agreement by giving Seller and the Title Company written notice thereof in which event Purchaser shall be entitled to obtain an immediate return from the Title Company of the Earnest Deposit, and Seller shall reimburse Purchaser for all of Purchaser's losses, damages and expenses incurred in connection with this Agreement and the Property including without limitation financing costs, attorneys' fees, due diligence costs and design fees; (ii) enforce the specific performance of this Agreement and recover actual damages for Seller's breach; or (iii) exercise any other right or remedy available under applicable law as a result of such default.

18.3 In the event either party elects to assert its rights with respect to the refund or forfeiture of the Earnest Deposit as provided in this Agreement during the period of time when the Title Company is holding the Earnest Deposit, the following distribution rules shall apply and the parties shall follow the procedure set forth in this Section.

In any case where Purchaser elects to exercise its rights to terminate this Agreement, including, without limitation, under **Section 5.1, Section 5.3, Section 6.2, Section 7.3 or Section 9**, the Earnest Deposit shall be refunded to Purchaser. In any case where Seller elects to exercise its rights to terminate this Agreement under **Section 18.1**, the Earnest Deposit shall be disbursed to Seller.

A party claiming the right to receive all or any portion of the Earnest Deposit shall deliver an affidavit to the Title Company stating that it is entitled to the receipt of such funds and stating the reasons therefor. Upon the receipt of such affidavit, the Title Company shall deliver to the other party a copy of such affidavit together with a notice stating that if no objection to the disposition as set forth in the affidavit is received from the other party within ten (10) calendar days after the date such notice is sent by the Title Company, the Title Company will deliver the Earnest Deposit and in accordance with the terms of such affidavit. If such other party does not object to the disposition by the Title Company within the ten (10) calendar day period as provided above, then the Title Company is hereby authorized and directed by the parties to this Agreement to deliver the funds in accordance with the terms of such affidavit. If such other party delivers to the Title Company an objection to the disposition as contemplated in such affidavit within such ten (10) day period, then the Title Company may interplead the Earnest Deposit into a court of competent jurisdiction for a resolution of any disputes involving such funds.

19. Notices. All notices must be in writing and shall be deemed given (i) when received if sent by certified U.S. Mail, return receipt requested, postage pre-paid addressed to the party being notified at the as follows; (ii) when received if sent by a reliable courier service to the party being notified at the following

addresses; or (iii) when transmitted if sent by electronic mail transmission directed to the party being notified at the following electronic mail address if also sent by one of the other means.

All notices to Seller shall be directed to:

Jackson Anchor Initiative  
City of Jackson  
161 W. Michigan Avenue  
Jackson, Michigan 49201  
Attn: Scott Fleming  
Email: [scott@jaxanchor.org](mailto:scott@jaxanchor.org)

With a copy to: Matthew M. Hagerty, City Attorney  
161 W. Michigan Avenue, 12<sup>th</sup> Floor  
Jackson, Michigan 49201  
Email: [mhagerty@cityofjackson.org](mailto:mhagerty@cityofjackson.org)

All notices to Purchaser shall be directed to:

J. Jeffers & Co., LLC  
225 E. Michigan St., #300  
Milwaukee, WI 53202  
Attn: Joshua Jeffers  
Email: [joshua@jeffers.com](mailto:joshua@jeffers.com)

with a copy to: Husch Blackwell LLP  
511 N. Broadway, Suite 1100  
Milwaukee, WI 53202  
Attn: Rebecca Mitich  
Email: [Rebecca.mitich@huschblackwell.com](mailto:Rebecca.mitich@huschblackwell.com)

or to such other persons or addresses as either party shall hereafter designate by notice given from time to time in accordance with this Section.

20. Condemnation; Risk of Loss. If, after this Agreement is executed and prior to the Closing Date, any or all of the Property is (a) destroyed or suffers damage, or (b) taken by exercise of the power of eminent domain or any proceedings are instituted, or threatened to be instituted, to effect such a taking or any offer of settlement is made in lieu of a taking, Seller shall promptly notify Purchaser thereof (with a copy of all relevant correspondence and other materials relating thereto) and Purchaser shall have the option (exercisable by notice to Seller within thirty (30) days after the receipt of such notice) to either (i) cancel this Agreement; or (ii) reduce the Purchase Price by the fair market value of the portion(s) of the Property adversely affected thereby and continue with the transaction set forth in this Agreement in accordance with



the terms, conditions and provisions of this Agreement. If this Agreement is canceled, the Earnest Deposit shall be returned to Purchaser.

21. Miscellaneous.

21.1 Assignment. Purchaser may at any time freely assign this Agreement and assign and delegate any of its rights and obligations hereunder without the consent of Seller. Seller may not assign its rights or delegate its obligations hereunder without the prior written consent of Purchaser.

21.2 Construction; Severability; Entire Agreement; Binding Effect; Governing Law. The section headings herein are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. If any provision or portion of any provision of this Agreement shall be unlawful, then such provision or portion of any provision shall be null and void, but the remainder of the Agreement shall remain in full force and effect and binding on Seller and Purchaser. This Agreement constitutes the entire understanding and agreement between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties, nor may any of its terms be waived except by an instrument in writing signed by the party waiving its right. This Agreement shall be binding upon, and shall benefit, the parties and their heirs, personal representatives, successors and assigns. This Agreement and all related documents shall be governed by the laws of Michigan.

21.3 Time of Essence. Time shall be of the essence in this Agreement.

21.4 Attorneys' Fees and Costs. In the event either party to this Agreement commences a legal proceeding to enforce any of the terms of this Agreement or any rights under this Agreement or the Title Company commences an interpleader action as described in **Section 18.3**, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs from the other party. Such obligation shall survive the Closing, delivery of the Deed and any termination of this Agreement.

21.5 Business Days. If the last day for making an Earnest Deposit, for conducting due diligence, for Closing or for providing notice to either party is a Saturday, Sunday or legal holiday, then such last day shall be extended to the next succeeding Business Day thereafter. "Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Michigan or the State of Wisconsin.

21.6 Execution in Counterparts. This Agreement may be executed in two or more identical counterparts which taken together shall constitute one and the same instrument. The transmission by facsimile or email of signed counterpart of this Agreement shall have the same binding effect as the hand delivery of an originally signed counterpart hereof.

21.7 Exhibits. All of the exhibits attached to this Agreement are incorporated herein, and made a part of this Agreement. Any blanks contained in any exhibits hereto shall be completed at Closing in accordance with the terms of this Agreement, and any exhibits referenced in the exhibits attached hereto shall be attached at Closing.

21.8 Survival. All representations, warranties, covenants, agreements or obligations of the parties hereto shall, notwithstanding any investigation made by any party hereto, survive Closing.

21.9 City Council Approval. This Agreement and all rights and obligations herein is expressly conditioned upon the prior approval of this Agreement by the Jackson City Council, which Agreement shall be presented for consideration on April 5, 2022. The City's signature to this Agreement confirms such approval has been obtained.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

**SIGNATURE PAGE FOR  
PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the day and year first above written.

**SELLER:**

**CITY OF JACKSON**

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

Name: Jonathan Greene

Title: City Manager

Date of Execution: April \_\_\_, 2022

**PURCHASER:**

**J. JEFFERS & CO., LLC**

a Wisconsin limited liability company

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

Joshua Jeffers, President/CEO

Date of Execution: April \_\_\_, 2022

**Schedule of Exhibits**

- |   |                   |
|---|-------------------|
| A | Legal Description |
| B | Form of Deed      |
| C | Seller Deliveries |

EXHIBIT A TO PURCHASE AGREEMENT

LEGAL DESCRIPTION

228 W. MICHIGAN AVENUE

LOTS 7, 8, 9 EX E 22.5 FT OF LOTS 7 & 9, ALSO ALL OF VACATED ALLEY ADJOINING LOTS 8  
& 9 TO THE WEST B1N R1W OF THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

Parcel Number: 1-008100000

EXHIBIT B TO PURCHASE AGREEMENT

FORM OF DEED

**WARRANTY DEED**

This SPECIAL WARRANTY DEED (this "Deed"), dated as of \_\_\_\_\_ 201\_, is granted by \_\_\_\_\_ ("Grantor"), whose address is \_\_\_\_\_ to and for the benefit of \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), whose address is: \_\_\_\_\_.

WITNESSETH:

Grantor, for and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANTS, BARGAINS, SELLS AND CONVEYS with special warranty unto Grantee, the real estate (the "Property") situated in the City of Jackson, Jackson County, Michigan, and described as follows:

See **Exhibit A** attached hereto and incorporated herein by this reference.

SUBJECT, HOWEVER to the exceptions listed on **Exhibit B** attached hereto and incorporated herein by this reference,

TO HAVE AND TO HOLD the Property, together with all rights and appurtenances to the same belonging, unto Grantee and to the successors and assigns of Grantee forever.

Grantor hereby covenants that it and its successors and assigns shall and will WARRANT SPECIALLY AND FOREVER DEFEND the Property hereby conveyed, the quiet possession and title to the Property unto Grantee and Grantee's successors and assigns forever, against the lawful claims of all persons whomsoever, excepting, however, the matters set forth on **Exhibit B**, if any, general taxes and assessments for the calendar year 201\_ and thereafter, and special taxes and assessments becoming a lien after the date of this Deed.

[Insert signature block for Seller]

[Insert requisite witnesses, seal and acknowledgement]

[Attach Exhibit B with list of Permitted Exceptions]

## EXHIBIT C TO PURCHASE AGREEMENT

### SELLER DELIVERIES

To the extent in Seller's possession and related to the Property, the following:

- a. title insurance policies, underlying title exception documents, including the most recent commitment or commitments for title insurance covering the Property and, without limitation, any easements, covenants conditions and restrictions;
- b. all surveys, site plans, plans and specifications for any contemplated improvements, plats, topographical studies and other drawings, together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such preparer relating to the Property to Purchaser;
- c. all engineering, environmental, geotechnical reports and similar studies, audits or reports, together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such preparer relating to the Property to Purchaser; Seller agreeing to furnish Purchaser and any environmental consultant with such information concerning the storage, use or disposal of Hazardous Substances at or near the Property as Purchaser or such consultant may request, the history of the Property or such other matters as may be requested;
- d. maintenance, management, repair and service contracts, leases (including any other agreement granting any third person the right to use, occupy, or otherwise enter onto the Property or any portion thereof), options, operating agreements and any other material agreements relating to the Property or the conduct of business thereon;
- e. correspondence, documents, instruments or other information related to environmental conditions at or pertaining to the Property, including, without limitation, all correspondence, notices and documents to or from the U.S. Environmental Protection Agency and its equivalent in Michigan during Seller's period of ownership relating to the presence or release of any regulated substances;
- f. records or information relating to any claims, actions, suits or other proceedings relating to all or any portion of the Property;
- g. the most recent tax bill(s) with respect to the Property,
- h. any information on adjoining real estate to the Property;
- i. all traffic studies, curb cut approvals, government exactions or other documents restricting or regulating access or other relevant transportation issues;
- j. all zoning regulations and use permits and authorizations, including, without limitation, any variances, special use permits or other matters relating to any and all land use restrictions imposed upon or in respect to the Property, whether pending or issued by the state, county or the city;

k. copies of any development agreements or other agreements with governmental authorities which affect the development of the Property and any incentives with respect thereto;

l. any notifications received by Seller from any third party asserting that the Property, any portion thereof or any proposed development thereof, does not comply with any law, rule, regulation, order, code, permit or other legal requirement; and

m. such other information as may be reasonably requested by Purchaser.