

County of Jackson
120 W. Michigan Ave.
Jackson, MI 49201
(517) 788-4335



BOARD OF COMMISSIONERS

Sarah L. Lightner, District 1
David F. Lutchka, District 2
Carl Rice, Jr., District 3
Philip S. Duckham III, District 4
James E. Shotwell, Jr., District 5
Julie Alexander, District 6
Gail W. Mahoney, District 7
John Polaczyk, District 8
David K. Elwell, District 9

ELECTED OFFICIALS

**Amanda Riska, Clerk/
Register of Deeds**
Steven Rand, Sheriff
Karen Coffman, Treasurer
Geoffrey Snyder, Drain Commissioner
Jerry Jarzynka, Prosecuting Attorney

COUNTY STAFF

Michael Overton, Administrator/Controller
Adam Brown, Deputy Administrator
Charles Adkins, Circuit Court Administrator
Tammy Bates, District Court Administrator
Sara Hodits, Friend of the Court
James Latham, Director of Finance
Connie Frey, IT Director
Brandon Ransom, Parks Director
Patrick Grubba, Youth Center Director
Ruth Scott, Equalization Director
Crystal Dixon, Human Resources Director
Dr. John Maino, Medical Director
Kent Maurer, Airport Manager
Ric Scheele, Director-Fleet & Facilities Opns.
Matt Shane, MSU Ext.-District Coordinator
Marce Wandell, Department on Aging Director
Dave Welihan, Veterans Affairs Officer
Steve Hall, Interim-Health Officer

County Commission Agenda **February 19, 2013**

Order of Business:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Awards and Recognitions
7. Communications and Petitions
8. Special Orders/Public Hearing(s)
9. Public Comment
10. Special Meetings of Standing Committees
11. Minutes
12. Consent Agenda
13. Standing Committees
 - A. Policy
 - B. County Affairs & Agencies
 - C. Human Services
 - D. Personnel & Finance
14. Unfinished Business
15. New Business
16. Public Comment
17. Commissioner Comment
18. Closed Session
19. Adjournment

Public Comment

Any person desiring to speak on a matter to the Board of Commissioners may do so under the Public Comment items near the beginning and end of the meeting. Please state your name and use the microphone. Please note that the Commission allocates a maximum of five minutes per individual at the beginning of the meeting and three minutes per individual at the end of the meeting for this purpose.

Consent Agenda

Items on the Consent Agenda are items generally routine in nature that have passed a Standing Committee and will be enacted by one motion and one vote. There will be no separate discussion on these items. Any Commissioner may remove an item from the Consent Agenda and it will be considered by separate motion at the proper place during the meeting.

Standing Committees

The Board of Commissioners operates under a Standing Committee system with the following Committees: Policy, County Affairs & Agencies, Human Services, Personnel & Finance. All departments of the County coordinate their business through one of the Standing Committees. The Committees then forward their recommendations to the Board of Commissioners.

Closed Session

The Board of Commissioners is permitted under the Open Meetings Act to go into Closed Session to discuss labor contracts, purchase of property, and certain employee matters if requested by the employee. A two-thirds vote of the Commission is required to go into Closed Session.

"Your interest in your County Government is appreciated"

AGENDA
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
February 19, 2013
7:00pm
County Commission Chambers– 5th Floor, Tower Building

***Mission Statement:** Jackson County Government, in cooperation with the community
and local governmental units, strives through a planned process
to deliver quality services that address public needs.*

1. **CALL TO ORDER** – *by Chairman Steve Shotwell*
2. **INVOCATION** – *by Commissioner Philip Duckham III*
3. **PLEDGE OF ALLEGIANCE** – *by American Heritage Girls Troup 6538*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS** – None.
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**
11. **MINUTES** - Minutes of the 1-15-13 Regular Meeting of the Jackson County Board of Commissioners

Attachments:

*1-2-13 Organizational Meeting Minutes

*1-15-13 Regular Meeting Minutes

12. **CONSENT AGENDA** (*Roll Call*)

A. County Affairs & Agencies

1. **Road Certification Book; Resolution # 02-13.9 of Certification Act 51, P.A. of 1951, as amended**

Attachments:

*Staff report

*Resolution #02-13.9

12. **CONSENT AGENDA (*continued*)**

2. **Michigan Recreation Passport Grant**

Attachments:

*Staff report

*Resolution #02-13.10

3. **MNRTF Grant Application for the Sparks park/Inter-City Trail Connector Development Grant**

Attachments:

*Staff report

*Resolution #02-13.11

4. **Parks Equipment**

Attachments:

*Staff report

*Bids

B. Human Services

5. **Michigan State University Extension – Support Staff**

Attachments:

*Staff report

6. **JCMCF – Appropriation of MOE Funds**

Attachments

*Staff report

C. Personnel & Finance

7. **Road Non-Union Pension**

Attachments:

*Staff report

12. **CONSENT AGENDA (*continued*)**

8. **Jackson Transportation Authority 2013 Appropriation Agreement**

Attachments:

*Staff report

*Request from JTA

*Agreement

9. **Riverwalk Change Orders and Budget Adjustments**

Attachments:

*Staff report

10. **Real Estate Services**

Attachments:

*Staff report

11. **CTI Towers**

Attachments:

*Staff report

12. **Approved Attorney List**

Attachments:

*Staff report

13. **Department on Aging Budget Adjustments**

Attachments:

*Budget Adjustment

14. **End of Year Budget Adjustments**

Attachments:

*Staff report

15. **Sheriff's Department Capital Improvement/Tough Books**

Attachments:

*Staff Report

12. **CONSENT AGENDA (*continued*)**

16. **Verizon Wireless Lease Renewal**

Attachments:
*Staff Report
*Lease

D. **Other Business**

17. **Claims** – January 1-31, 2013

Attachments: None.

13. **STANDING COMMITTEES**

A. **County Affairs & Agencies** – *Commissioner David Elwell* – None.

1. **Appointments**

- a. **Substance Use Disorder Advisory Council** – two members, term term to
- b. **Parks Board** – one commissioner, term to 1/2015

Attachments:
*Commissioner Board Appointments
*Applications

B. **Human Services** – *Commissioner Julie Alexander* –None.

C. **Personnel and Finance** – *Commissioner Phil Duckham*

1. **Universal Service Credit**

Attachments:
*Staff report

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS** – None.

16. **PUBLIC COMMENTS**
17. **COMMISSIONER COMMENTS**
18. **CLOSED SESSION** – None.
19. **ADJOURNMENT**

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS MEETING
Organizational Meeting
January 2, 2013, 9:00 a.m.
County Commission Chambers

1. **CALL TO ORDER** – County Clerk/Register of Deeds, Amanda L. Riska

2. **INVOCATION** – Commissioner David Lutchka

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL** – County Clerk/Register of Deeds, Amanda L. Riska

(9) Present. Commissioners Sarah Lightner, David Lutchka, Carl Rice, Jr., Philip Duckham, James “Steve” Shotwell, Jr., Julie Alexander, Gail W. Mahoney, John Polaczyk, and David Elwell.

5. **APPROVAL OF AGENDA**

Moved by Mahoney, supported by Rice for Approval of the Agenda. Motion carried.

6. **PUBLIC COMMENT** – None.

7. **ADMINISTRATION OF OATH OF OFFICE** – County Clerk/Register, Amanda L. Riska

The Oath of Office was administered to all commissioners.

8. **ELECTION OF CHAIRPERSON** – County Clerk/Register of Deeds, Amanda L. Riska

David Lutchka nominated Steve Shotwell as Chairman. No other nominations from the floor. Steve Shotwell declared Chairman of the Jackson County Board of Commissioners.

9. **ELECTION OF VICE CHAIRPERSON**

Gail W. Mahoney nominated Philip Duckham as Vice-Chairman. No other nominations from the floor. Philip Duckham declared Vice-Chairman of the Jackson County Board of Commissioners.

10. **DESIGNATION OF STANDING COMMITTEE APPOINTMENTS**

County Affairs & Agencies

David Elwell – Chair
David Lutchka – Vice-Chair
Sarah Lightner
Julie Alexander
John Polaczyk

Human Services

Julie Alexander – Chair
Carl Rice – Vice-Chair
John Polaczyk
Sarah Lightner
Gail W. Mahoney

Personnel & Finance

Philip Duckham – Chair
Gail W. Mahoney – Vice-Chair
David Elwell
David Lutchka
Carl Rice

Moved by Elwell, supported by Duckham to Approve the Recommendations as Presented. Motion carried.

11. **COMMISSIONER APPOINTMENTS TO OTHER BOARDS/COMMITTEES**

A. Airport Board – Term expires 1/2015: David Lutchka nominated. No other nominations from the floor. David Lutchka declared appointed.

B. Board of Public Works – 2 seats – Terms expire 1/2016 & 1/2015: *Term expiring 1/2016* - Phil Duckham nominated. No other nominations from the floor. Phil Duckham declared appointed. *Term expiring 1/2015* - David Lutchka nominated. No other nominations from the floor. David Lutchka declared appointed.

C. Community Action Agency – Term indefinite: Julie Alexander nominated. No other nominations from the floor. Julie Alexander declared appointed.

D. Community Planning Committee – Term indefinite: The Chair stated that this committee will eventually be turned into the Planning Commission for Jackson County. John Polaczyk and Gail W. Mahoney nominated. Cmr. Mahoney respectfully withdrew her nomination. No other nominations from the floor. John Polaczyk declared appointed.

E. Emergency Management Advisory – Term expires 4/2013: This is a carry-over position and will be handled at the business meeting.

F. Fair Board – 2 seats – Terms expire 1/2014 & 1/2016: *Term expiring 1/2014* - David Lutchka nominated Phil Duckham. Julie Alexander nominated Sarah Lightner. Roll call: (6) Duckham. Cmr. Lutchka, Rice, Duckham, Mahoney, Polaczyk, and Elwell. (3) Lightner. Cmr. Lightner, Alexander, and Shotwell. Phil Duckham declared appointed. *Term expiring 1/2016* – David Lutchka nominated Sarah Lightner. John Polaczyk nominated Gail W. Mahoney. Roll call: (6) Lightner. Cmr. Lightner, Lutchka, Rice, Alexander, Elwell, and Shotwell. (3) Mahoney. Cmr. Duckham, Mahoney, and Polaczyk. Sarah Lightner declared appointed.

G. FEMA – Term indefinite: This is a carry-over position and will be handled at the business meeting.

H. Hospital Finance Authority – Term expires 1/2014: Gail W. Mahoney nominated. No other nominations from the floor. Gail W. Mahoney declared appointed.

I. Jackson Area Transportation Study (JACTS) – Term indefinite: Carl Rice nominated Steve Shotwell. No other nominations from the floor. Steve Shotwell declared appointed.

J. Judges Meetings – Term expires 1/2014 – Chair of the County Affairs & Agencies Committee. *Moved by Mahoney, supported by Lutchka to concur with the Chairman's appointment of David Elwell.* Motion carried. David Elwell declared appointed.

K. LifeWays – Term expires 3/31/2014: The Chairman asked for the Board's indulgence to allow former Commissioner Cliff Herl to remain on the board to serve out the rest of the term. He also represents the board on the Mid-South Substance Abuse Board. In light of Mid-South Substance Abuse merging with LifeWays, he would like to see Cliff Herl remain in the position for the few remaining months. Discussion was held as to whether a new commissioner should be appointed now to begin the learning process. *Moved by Lutchka, supported by Elwell to leave Cliff Herl in place on the board until March 31, 2013.* Roll call: (8) Yeas. Cmr. Lightner, Lutchka, Rice, Duckham, Alexander, Polaczyk, Elwell, and Shotwell. (1) Nay. Cmr. Mahoney. Motion carried.

L. Local Emergency Planning – Term expires 4/2013: This is a carry-over position and will be handled at the business meeting.

M. MSU Extension Advisory – Term indefinite: David Lutchka nominated. No other nominations from the floor. David Lutchka declared appointed.

N. Parks & Rec – 2 seats – Terms expire 1/2014 & 1/2015: *Term expiring 2014* – Carl Rice nominated Julie Alexander. Gail W. Mahoney nominated John Polaczyk. Roll call: (7) Alexander. Cmr. Lightner, Lutchka, Rice, Duckham, Alexander, Elwell, and Shotwell. (2) Polaczyk. Cmr. Mahoney and Polaczyk. Julie Alexander declared appointed. *Term expiring 2015* – John Polaczyk nominated Gail W. Mahoney. David Lutchka nominated Sarah Lightner. Roll call: (5) Lightner. Cmr. Lightner, Lutchka, Alexander, Elwell, and Shotwell. (4) Mahoney. Cmr. Rice, Duckham, Mahoney, and Polaczyk. Sarah Lightner declared appointed.

O. Potawatomi Resource Conservation – Term indefinite: The Chair stated that the Potawatomi Resource Conservation is no longer a Federal Program and they are currently reorganizing.

P. Region 2 Area Agency on Aging – 5 seats – All terms expire 4/2013: John Polaczyk, Carl Rice, Gail W. Mahoney, Julie Alexander, and Sarah Lightner nominated. Julie Alexander respectfully withdrew and nominated Steve Shotwell. No other nominations from the floor. Cmr. Polaczyk, Rice, Mahoney, Lightner, and Shotwell declared appointed.

Q. South Central Michigan Works! – 3 seats, 1 alternate – All terms expire 1/2015: Sarah Lightner, John Polaczyk, and Julie Alexander nominated. No other nominations from the floor. Cmr. Lightner, Polaczyk, and Alexander declared appointed. The other open seat will be appointed at the business meeting.

R. Supervisor's Liaison (Chair appointment) – Term expires 1/2014: The Chairman recommends Carl Rice. Carl Rice declared appointed.

S. Traffic Safety – Term expires 1/2015: This is a carry-over position and will be handled at the business meeting.

12. **APPROVE MEETING SCHEDULES FOR 2013**

Moved by Polaczyk, supported by Lightner to Approve the Meeting Schedules for 2013.
Motion carried.

13. **ADOPT RESOLUTION (01-13.1) TO WAIVE ADMINISTRATION FEE AND INTEREST FOR SENIOR CITIZENS**

Moved by Alexander, supported by Rice to Adopt Resolution (01-13.1) to Waive Administration Fee and Interest for Senior Citizens. Roll Call: (9) Yeas. Motion carried.

14. **APPOINT THE COUNTY ADMINISTRATOR/CONTROLLER AS THE FREEDOM OF INFORMATION OFFICER AS REQUIRED BY STATE STATUTE**

Moved by Mahoney, supported by Elwell to Appoint the County Administrator/Controller as the Freedom of Information Officer as Required by State Statute. Motion carried.

15. **PUBLIC COMMENT** – Cliff Herl thanked the board for appointing him to the LifeWays board.

16. **COMMISSIONER COMMENTS**

Cmr. Mahoney wished everyone a Happy New Year.

Cmr. Elwell welcomed the two newly elected commissioners and is looking forward to a prosperous 2013. He is also happy to see that the demolition of the Riverwalk Hotel is nearing completion.

Chairman Shotwell thanked the board for selecting him as Chairman.

17. **ADJOURN**

Chairman Shotwell adjourned the January 2, 2013, Organizational Meeting of the Jackson County Board of Commissioners at 9:29 a.m.

James “Steve” E. Shotwell – Chairman, Jackson County Board of Commissioners
Amanda L. Riska – Jackson County Clerk/Register of Deeds

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
January 15, 2013 – 7:00pm
County Commission Chambers – 5th Floor, Tower Building

1. **CALL TO ORDER** – by Chairman Steve Shotwell
2. **INVOCATION** – by Carl Rice, Jr.
3. **PLEDGE OF ALLEGIANCE** – by Representatives from Winning Classroom of Math Makes a Difference Challenge 2 "Don't Be Afraid of Math"
Tara P. Robinson - 5th Grade Teacher, Northwest Elementary School
4. **ROLL CALL** – County Clerk/Register of Deeds, Amanda L. Riska
5. **APPROVAL OF AGENDA** – Moved by Polaczyk, supported by Duckham for Approval of the Agenda. Motion carried.
6. **AWARDS & RECOGNITIONS**
 - A. **Summit Fire Department, Certificate of Appreciation**
7. **COMMUNICATIONS/PETITIONS**

Moved by Lutchka, supported by Elwell to receive communications from Mark Muhich.
Motion carried.

Moved by Elwell, supported by Lutchka to receive communications from Timothy D. Johnson.
Motion carried.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**
 - A. **Road Commission Public Hearing**

Chairman Shotwell opened the public hearing at 7:05 p.m.

Jim Spink, Liberty Township Supervisor spoke in favor of the consolidation.

Marston Fortress, Spring Arbor Township Supervisor spoke against the consolidation.

Mike Rand, Chair of the Jackson County Road Commission, asked the Board to consider postponing the vote for one year to allow time to see if other counties are realizing a savings.

John Wilson, City of Jackson resident, spoke in favor of the consolidation.

Chairman Shotwell closed the public hearing at 7:19 p.m.
9. **PUBLIC COMMENTS**

Mark Muhich, Summit Township resident, spoke about the documents he provided to the

Board through Communications and Petitions regarding recycling and Oak Wilt. He asked the Board of Commissioners to create and pass an Oak Wilt Ordinance.

John Wilson spoke to the issue of pay raises for Elected Officials.

Timothy D. Johnson spoke about the memorial for fallen Police Officers and Firefighters that he is working on for his Eagle Scout Service Project.

Marston Fortress spoke to the issue of pay raises for Elected Officials.

10. **SPECIAL MEETINGS OF STANDING COMMITTEES – None.**

11. **MINUTES** - Minutes of the December 11, 2012, Regular Meeting of the Jackson County Board of Commissioners.

Moved by Elwell, supported by Rice to approve the Minutes of the December 11, 2012, Regular Meeting of the Jackson County Board of Commissioners. Motion carried.

12. **CONSENT AGENDA**

Moved by Lutchka, supported by Duckham to Approve the Consent Agenda. Roll call: (9) Yeas. Cmr. Lightner, Lutchka, Rice, Duckham, Alexander, Mahoney, Polaczyk, Elwell, and Shotwell. Motion carried.

A. **County Affairs & Agencies –None.**

B. **Human Services**

1. **Health Officer Agreement**

C. **Personnel & Finance**

1. **Amendment to Sprint Wireless Lease**

2. **Budget Adjustments**

D. **Other Business**

1. **Claims – December 1-31, 2012**

13. **STANDING COMMITTEES**

A. **County Affairs & Agencies – Commissioner David Elwell – None.**

B. **Human Services – Commissioner Julie Alexander –None.**

C. **Personnel and Finance – Commissioner Phil Duckham**

b. **Elected Officials Salaries**

Clerk/Register of Deeds

Moved by Elwell, supported by Mahoney to Approve the Recommendation made by the P&F Committee for the Clerk/Register of Deeds Salary. Amendment offered by Mahoney, supported by Lutchka to Strike the 4% and support the Administrator's Recommendation. Roll call: (9) Yeas. Amendment passed. Moved by Elwell, supported by Mahoney to Approve the Administrator's Recommendation for the Clerk/Register of Deeds Salary. Roll call: (9) Yeas. Motion carried.

Sheriff

Moved by Elwell, supported by Rice to Approve the Recommendation made by the P&F Committee of a \$500 increase. Amendment offered by Lutchka, supported by Mahoney to Approve the Administrator's Recommendation. Roll call: (4) Yeas. Cmr. Lutchka, Shotwell, Mahoney, and Polaczyk. (5) Nays. Cmr. Lightner, Rice, Duckham, Alexander, Elwell. Amendment defeated. Roll call on original motion: (8) Yeas. Cmr. Lightner, Rice, Duckham, Shotwell, Alexander, Mahoney, Polaczyk, and Elwell. (1) Nay. Cmr. Lutchka. Motion carried.

Drain Commissioner

Moved by Elwell, supported by Rice to Approve the P&F Committee's Recommendation of no pay increase. Roll call: (7) Yeas. Cmr. Lightner, Lutchka, Rice, Duckham, Alexander, Polaczyk, and Elwell. (2) Nays. Cmr. Shotwell and Mahoney. Motion carried.

Treasurer

Moved by Rice, supported by Rice to Approve the P&F Committee's Recommendation of no pay increase. Roll call: (6) Yeas. Cmr. Lightner, Rice, Duckham, Alexander, Polaczyk, and Elwell. (3) Nays. Cmr. Lutchka, Shotwell, and Mahoney. Motion carried.

Prosecutor

Moved by Rice, supported by Elwell to Approve the P&F Committee's Recommendation of no pay increase. Roll Call: (7) Cmr. Lightner, Lutchka, Rice, Duckham, Alexander, Polaczyk, and Elwell. (2) Cmr. Shotwell and Mahoney. Motion carried.

14. **UNFINISHED BUSINESS**

A. **Road Commission**

Moved by Elwell, supported by Duckham to Approve Resolution (01-13.8) Dissolving the Board of the Jackson County Road Commission and transferring all of its powers, duties, and functions to the Jackson County Board of Commissioners. Roll call: (7) Yeas. Cmr. Lightner, Lutchka, Rice, Duckham, Shotwell, Polaczyk, and Elwell. (2) Nays. Cmr. Alexander and Mahoney. Motion carried.

15. **NEW BUSINESS** – None.

16. **PUBLIC COMMENTS** – None.

17. **COMMISSIONER COMMENTS**

Cmr. Elwell thanked the Board of Road Commissioners and their managing director for the great job that they have done and stated the action taken tonight action is not about their performance.

Cmr. Alexander commended Eagle Scout Tim Johnson in his efforts for raising funds for Jackson County's fallen Police Officers and Firefighters and would encourage everyone to support him.

18. **CLOSED SESSION**

Moved by Polaczyk, supported by Lutchka to go into Closed Session. Roll call: (9) Yeas. Motion carried.

A. Discuss pending Litigation CTI Towers Inc. v Jackson County Board of Commissioners and Jackson County Sheriff's Office

B. Discuss Written Opinion from County Legal Counsel

Moved by Lutchka, supported by Elwell to return from Closed Session. Motion carried.

19. **ADJOURNMENT** – Chairman Shotwell adjourned the January 15, 2013, Meeting of the Jackson County Board of Commissioners at 9:25 p.m.

James E. Shotwell – Chairman, Jackson County Board of Commissioners

Amanda L. Riska – County Clerk/Register of Deeds



Jackson County Department of Transportation

Kenneth Straub, Managing Director

TO: Agencies & Affairs Committee
Board of County Commissioners

FROM: Kenneth Straub
Managing Director

SUBJECT: Road Certification Book

DATE: January 28, 2013

Motion Requested

Authorize the Chairman of the Board of Commissioners to sign the Road Certification Book

I. Background

- A. On January 16, 2013 the Jackson County Road Commission was dissolved and the powers and duties of the Road Commission were assumed by the Jackson County Board of Commissioners.
- B. The Road Certification Book is the verification of certified roads in Jackson County which is used in Act 51 Formula which the Michigan Transportation Funding is based on.

II. Current Situation

- A. Because the Board of Commissioner is now responsible for the powers and duties of the Jackson County Department of Transportation the Chairman of the Board must be authorized to sign the Road Certification Book.

III. Analysis

- A. **Strategic** - The transportation function supports the board's goal of having a safe community.
- B. **Financial** - There is no financial impact.
- C. **Customer** - Without authorization the Jackson County Department of Transportation will not receive Michigan Transportation Funding.
- D. **Timing** - The deadline for signing the Road Certification book is February 19, 2013 and turned in to State by March 1, 2013.

IV. Recommendation

The Managing Director recommends the Board authorize the Chairman of the Board to sign the Road Certification Book for 2013 to be submitted to the State of Michigan by March 1, 2013.

Attachments: N/A

**JACKSON COUNTY BOARD OF COMMISSIONERS
RESOLUTION #02-13.9
A RESOLUTION OF CERTIFICATION
ACT 51, P.A. OF 1951, AS AMENDED**

WHEREAS, Act 51, P.A. of 1951, as amended, provides that the State Highway Commission shall, jointly with the Jackson County Board of Commissioners ascertain and fix the total mileage of the county primary roads and the total mileage of the county local roads in each county of the state which have been taken over as county primary and county local roads and are open and in actual use for public travel at least six months of the year; and

WHEREAS, in complying with the provision of said Act, the State Highway Commission has requested this Board to certify the mileage and location of such roads required by said Act, to be fixed and ascertained; now, therefore,

BE IT RESOLVED, that the Jackson County Board of Commissioners of the County of Jackson, Michigan, does hereby certify all roads, streets, and alleys on which lengths have been entered along the road bands of the attached maps; the totals shown on accompanying mileage sheets have been taken as County Primary and County Local Roads and are open and in use for public travel at least six months of the year:

Additions to Local Road Mileage are as of January 1, 2013:

Pinnacle Drive + 0.43 Miles

Being a part of Section 28, T. 2S., R. 2E., Grass Lake Township, Jackson County, Michigan, recorded in, Liber 0000, Page 0000, included with Map 6-28.

Huckleberry Lane + 0.50 Miles

Being a part of Section 28, T. 2S., R. 2E., Grass Lake Township, Jackson County, Michigan, recorded in, Liber 0000, Page 0000, included with Map 6-28.

Technology Drive + 0.25 Miles

Being a part of Section 30, T. 2S., R. 1W., Blackman Township, Jackson County, Michigan, recorded in, Liber 1998, Page 1067, included with Map 8-30.

Sandy Beach Lane +0.06 Miles

Being a part of Section 27, T. 3S., R. 1W., Summit Township, Jackson County, Michigan, recorded in, Liber 1777, Page 1298, included with Map 13-17.

Corrections to County Wide, Primary and Local Certifications:

Pinnacle Drive + 0.43 Miles

Being a part of Section 28, T. 2S., R. 2E., Grass Lake Township, Jackson County, Michigan, recorded in, Liber 1913, Page 241, included with Map 6-28.

Huckleberry Lane + 0.50 Miles

Being a part of Section 28, T. 2S., R. 2E., Grass Lake Township, Jackson County, Michigan, recorded in, Liber 1913, Page 241, included with Map 6-28.

Technology Drive + 0.25 Miles

Being a part of Section 30, T. 2S., R. 1W., Blackman Township, Jackson County, Michigan, recorded in, Liber 1998, Page 1067, included with Map 8-30.

Sandy Beach Lane +0.06 Miles

Being a part of Section 27, T. 3S., R. 1W., Summit Township, Jackson County, Michigan, recorded in, Liber 1777, Page 1298, included with Map 13-17.

Corrections to Urban, Primary and Local Certifications:

Technology Drive + 0.25 Miles

Being a part of Section 30, T. 3S., R. 2W., Blackman Township, Jackson County, Michigan, recorded in, Liber 1998, Page 1067, included with Map 8-30.

Sandy Beach Lane

+0.06 Miles

Being a part of Section 27, T. 3S., R. 1W., Summit Township, Jackson County, Michigan, recorded in, Liber 1777, Page 1298, included with Map 13-17.

Total Changes in Road System

County Wide Primary Road System	0.00 Miles
County Wide Local Road System	+1.24Miles
Urban Primary Road System	0.00 Miles
Urban Local Road System	+0.31Miles

I hereby certify the foregoing in a true and correct copy of a resolution unanimously adopted by the Board of Jackson County Commissioners at a regular meeting held February 19, 2013.

James E. Shotwell, Jr
Chairperson

Prepared by: H. John Sanders
Jackson County Department of Transportation
2400 N. Elm Road
Jackson, MI 49201

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on February 19, 2013 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____

JACKSON COUNTY PARKS

Memorandum

To: Michael Overton, County Administrator/Controller
From: Brandon Ransom, Parks Director
Date: January 31, 2013
Re: Resolution – Acceptance of Michigan Recreation Passport Grant

Motion Requested

Approval of the proposed Resolution accepting the terms and conditions of the project agreement for the Sparks Park/Inter-City Trail Connector Acquisition Grant (RP12-429) and to authorize the Jackson County Board Chair to sign agreement documents as necessary.

I. Background

The Parks Department has been awarded a Michigan Recreation Passport Grant to remove and replace the shower/restroom facility at Swain's Lake County Park and Campground. The project is estimated to cost \$160,000 with the state's portion coming in at \$45,000 and the remaining \$115,000 coming from a combination of county capital funds (\$100,000 designated by the BOC in December, 2010) and \$15,000 from the Jackson County Parks Association.

II. Current Situation

The Jackson County Board of Commissioners needs to accept the terms and conditions of the project agreement through the passage of the attached resolution so the project can continue.

III. Analysis

- A. Strategic – Sparks Park supports the both the Recreational and Cultural Opportunities Goal as well as the Economic Development Goal of the Strategic Plan.
- B. Financial – Continued improvement of the County Parks will improve the regional tourism industry in Jackson. Trails and recreation play a vital role in the quality of life in our community.
- C. Timing – Terms of the grant need to be accepted by the BOC to move forward. The Parks Department anticipates work on the project to begin immediately after the campground closes for the 2013 season (October 1).

IV. Recommendation

The Parks Director recommends approval of the proposed resolution accepting the terms and agreement for the project.

**Attachments: Notice of Grant Award Letter
Proposed Resolution of Support
Proposed Standard MNRTF Project Agreement**

COUNTY OF JACKSON, MICHIGAN

Resolution (02-13.10)

Accepting the terms and Project Agreement for the Swain's Lake County Park Restroom Replacement Project

“Resolved, that the County of Jackson, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources and that the County of Jackson does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide One Hundred Thirty Thousand (\$130,000) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

James E. Shotwell, Jr., Chairman
February 19, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on February 19, 2013 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date

JACKSON COUNTY PARKS

Memorandum

To: Michael Overton, County Administrator/Controller
From: Brandon Ransom, Parks Director
Date: January 31, 2013
Re: Resolution of Support – MNRTF Trail Connector Grant Application

Motion Requested

Approve the proposed resolution supporting the MNRTF grant application for the Inter-City Trail/Sparks Park Trail Connector Development Project.

I. Background

- A. The Parks Department was successful in securing funding from the Michigan Natural Resources Trust Fund (MNRTF) for the acquisition of +/- 25 acres off Kibby Road in the 2011 grant cycle. Acquisition of the property is in process. In the meantime, the next logical step in the project's progression is to apply to the MNRTF for development funding. The development phase of the project is estimated to cost approximately \$400,000. The newly established maximum grant award for the MNRTF is \$300,000. That is the amount that the Parks Board has recommends applying for.

II. Current Situation

- A. The Parks Commission conducted a public hearing re: the grant application at their January, 2013 meeting to satisfy grant application requirements and received no public input at that time. The funding application is due to the MNRTF Board on April 1, 2013.

III. Analysis

- A. Strategic – Sparks Park supports the both the Recreational and Cultural Opportunities Goal as well as the Economic Development Goal of the Strategic Plan.
- B. Financial – Continued improvement of the County Parks will improve the regional tourism industry in Jackson. Trails and recreation play a vital role in the quality of life in our community.
- C. Timing – The MNRTF grant application is due to the MNRTF Board by April 1, 2013.

IV. Recommendation

The Parks Commission and Parks Director recommend approval of the resolution supporting the grant application to MNRTF Board.

Attachments: Proposed Resolution of Support

COUNTY OF JACKSON, MICHIGAN

RESOLUTION OF SUPPORT (02-13.11)

Approving a Grant Application to the Michigan Natural Resources Trust Fund (MNRTF) For the Sparks Park/Inter-City Trail Connector Project Development Phase

WHEREAS, the County of Jackson has adopted a five-year Recreation Plan for 2010-2014 that identifies a project to connect Sparks Foundation County Park with the Inter-City Trail; and

WHEREAS, the Parks and Recreation Commission wishes to apply to the Michigan Department of Natural Resources Trust Fund for a grant for 75% of the \$400,000 total project cost for the development of a pathway and greenbelt on property slated to be acquired as a result of a successful 2011 MNRTF Acquisition Grant; and

WHEREAS, the Jackson County Parks Commission will request \$300,000 from the Natural Resources Trust Fund as a primary funding source as well as providing a local match of \$100,000 from Jackson Companies, Area Foundations, private citizens, and the Friends of the Falling Waters Trail; and

WHEREAS, the County of Jackson assures that the project will be undertaken, barring unforeseen circumstances, should the grant be awarded; and

WHEREAS, on January 16, 2013, after notice in the Jackson Citizen Patriot, the Jackson County Parks and Recreation Commission held a public hearing on the application for funds; and

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners authorizes the Jackson County Parks and Recreation Department to complete a funding application to the Department of Natural Resources for the Sparks Foundation County Park/Inter-City Trail Connector Project – Development Phase.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
Adopted February 19, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on February 19, 2013 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date

JACKSON COUNTY PARKS

Memorandum

To: Michael Overton, County Administrator/Controller
From: Brandon Ransom, Parks Director
Date: January 31, 2013
Re: Proposed Parks Equipment Purchases

Motion Requested

Approval of the proposed parks equipment purchases on the following MiDeal Bids:

<u>Existing Equipment</u>	<u>Proposed Replacement</u>	<u>MiDeal Price</u>
1974 Ford Tractor	2013 John Deere 5055D Utility Tractor	\$16,248.28
1999 Toro Groundsmaster	2013 John Deere 997 Z-Trak (72 inch deck)	\$14,378.98
1990 Toro Greensmaster 300	2013 Toro Greensmaster 3150 (3wd)	\$29,687.06

1. Background

The approved 2013 Parks Equipment budget calls for the purchase of several pieces of equipment during FY 2013. The items listed above are inclusive of that list.

2. Current Situation

The equipment that is scheduled to be replaced by the proposed purchases has long outlived their respective industry standard. All of the pieces scheduled for replacement in 2013 have mechanical deficiencies and will require substantial investment to continue to operate.

3. Analysis

- A. Strategic – Maintenance of the parks and golf course contributes to the recreational opportunities and economic development in the Jackson Community.
- B. Financial – Jackson County participates in the Michigan State Pricing Bid Contract Program (MiDeal). This program provides very competitive pricing. Providing the proper equipment to parks employees assists us in maintaining the facilities to the best of our abilities, thereby maximizing financial returns. Funding for these purchases will come from the Parks Equipment fund (402.978.978.208).
- C. Timing – Immediate action is requested as we would like to take delivery of these items before the growing season starts.

4. Recommendation

Per the following motion, the Parks Commission requested approval of the proposed purchases at their January 16, 2013 meeting:

Moved by Youngdahl, supported by Rand to recommend approval to the County Board for the purchase of a 2013 John Deere 5055D Utility Tractor, 2013 John Deere 997Z-Trak (72 inch deck), and a 2013 Toro Greensmaster 3150 (3wd) which are replacement equipment and all three being MiDeal bids. Motion carried.

**Attachments: John Deere Z-Trak Bid (Napoleon Lawn and Leisure)
John Deere 5055D Tractor Bid (Napoleon Lawn and Leisure)
Toro Greensmaster 3150-Q Bid (Spartan Distributors)**



JOHN DEERE

Quote Id: 7559525

Customer Name: JACKSON COUNTY PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

NAPOLEON LAWN & LEISURE
6595 BROOKLYN ROAD M-50
NAPOLEON, MI 49261
517-536-4256

Quote Summary

Prepared For:

JACKSON COUNTY PARKS
COUNTY OF JACKSON
1992 WARREN AVE
JACKSON, MI 49203
Business: 517-788-4320

Delivering Dealer:

NAPOLEON LAWN & LEISURE
John Kemner
6595 BROOKLYN ROAD M-50
NAPOLEON, MI 49261
Phone: 517-536-4256
office@napoleonlawn.com

Quote ID: 7559525

Created On: January 08, 2013

Last Modified On: January 08, 2013

Expiration Date: February 09, 2013

Equipment Summary

Selling Price

Qty

Extended

JOHN DEERE 997 Commercial L. C.
Diesel Max-Frame Z-Trak with 72 In.
Side Discharge 7-Iron PRO Deck

\$ 14,378.98 X 1 = \$ 14,378.98

Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment

Price Effective Date: July 1, 2011

Equipment Total

\$ 14,378.98

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 14,378.98

Trade In

SubTotal \$ 14,378.98

Total \$ 14,378.98

Down Payment (0.00)

Rental Applied (0.00)

Balance Due \$ 14,378.98

Salesperson : X

Accepted By : X

CONFIDENTIAL



Selling Equipment

Quote Id: 7559525

Customer Name: JACKSON COUNTY PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
NAPOLEON LAWN & LEISURE
6595 BROOKLYN ROAD M-50
NAPOLEON, MI 49261
517-536-4256

JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In.

Hours:

Stock Number:

Contract: 071B0200317_Agricultural, Grounds, and
Roadside Equipment

Selling Price *
\$ 14,378.98

Price Effective Date: July 1, 2011

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
095BTC	997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	1	\$ 18,085.00	23.00	\$ 4,159.55	\$ 13,925.45	\$ 13,925.45

Dealer Attachments/Non-Contract/Open Market

TCB10915	Suspension Seat Kit	1	\$ 284.00	23.00	\$ 65.32	\$ 218.68	\$ 218.68
TCB10951	Mulch Kit (72 In. 7-Iron, 7-Iron II and 7-Iron PRO)	1	\$ 305.00	23.00	\$ 70.15	\$ 234.85	\$ 234.85
Dealer Attachments Total			\$ 589.00		\$ 135.47	\$ 453.53	\$ 453.53

Suggested Price

\$ 14,378.98

Total Selling Price **\$ 18,674.00** **\$ 4,295.02** **\$ 14,378.98** **\$ 14,378.98**



JOHN DEERE

Quote Id: 7559435

Customer Name: JACKSON COUNTY PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
NAPOLEON LAWN & LEISURE
6595 BROOKLYN ROAD M-50
NAPOLEON, MI 49261
517-536-4256

Quote Summary

Prepared For:
JACKSON COUNTY PARKS
COUNTY OF JACKSON
1992 WARREN AVE
JACKSON, MI 49203
Business: 517-788-4320

Delivering Dealer:
NAPOLEON LAWN & LEISURE
John Kemner
6595 BROOKLYN ROAD M-50
NAPOLEON, MI 49261
Phone: 517-536-4256
office@napoleonlawn.com

Quote ID: 7559435
Created On: January 08, 2013
Last Modified On: January 08, 2013
Expiration Date: February 09, 2013

Equipment Summary

JOHN DEERE (MY2012) 5055D
Utility Tractor

Selling Price	Qty	Extended
\$ 16,248.28 X	1 =	\$ 16,248.28

Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment

Price Effective Date: June 23, 2011

Equipment Total

\$ 16,248.28

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 16,248.28
Trade In	
SubTotal	\$ 16,248.28
Total	\$ 16,248.28
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 16,248.28

Salesperson : X _____

Accepted By : X _____

CONFIDENTIAL



JOHN DEERE

Selling Equipment

Quote Id: 7559435

Customer Name: JACKSON COUNTY PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:NAPOLEON LAWN & LEISURE
6595 BROOKLYN ROAD M-50
NAPOLEON, MI 49261
517-536-4256

JOHN DEERE (MY2012) 5055D Utility Tractor

Hours:

Stock Number:

Contract: 071B0200317_Agricultural, Grounds, and
Roadside EquipmentSelling Price *
\$ 16,248.28

Price Effective Date: June 23, 2011

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1711LV	(MY2012) 5055D Utility Tractor	1	\$ 17,000.00	14.00	\$ 2,380.00	\$ 14,620.00	\$ 14,620.00

Standard Options / Per Unit

0200	North America	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0402	English Operators Manual and Decal Kit	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1220	2 Wheel Drive	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3500	Less Mid Valves	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	21.5L-16.1 In. 6PR R3 Bias	1	\$ 324.00	14.00	\$ 45.36	\$ 278.64	\$ 278.64
6010	27/12LL-15 In. 6PR Turf Special Bias	1	\$ 439.00	14.00	\$ 61.46	\$ 377.54	\$ 377.54
Standard Options Total			\$ 763.00		\$ 106.82	\$ 656.18	\$ 656.18

Dealer Attachments / Non-Contract / Open Market

19M9365	Raer axle Ext Bolt	32	\$ 5.79	14.00	\$ 0.81	\$ 4.98	\$ 159.36
24m7242	Washer	16	\$ 1.67	14.00	\$ 0.23	\$ 1.44	\$ 23.04
L154684	Rear Axle 4.4 In. Extension (111 mm)	2	\$ 270.49	0.00	\$ 0.00	\$ 270.49	\$ 540.98
LVB26028	Horizontal Side Exhaust	1	\$ 289.30	14.00	\$ 40.50	\$ 248.80	\$ 248.80
Dealer Attachments Total			\$ 567.25		\$ 41.54	\$ 525.71	\$ 972.18

Suggested Price

\$ 16,248.36

Total Selling Price

\$ 18,330.25

\$ 2,528.36 \$ 15,801.89 \$ 16,248.36

November 26, 2012

487 W Division Street
PO Box 246
Sparta, MI 49345
616.887.7301
Fax: 616.887.6288

1050 Opdyke Road
Auburn Hills, MI 48326
248.373.8800
Fax: 248.373.8899

Cascades Golf Course
Attn: Scott Bradford
1992 Warren
Jackson, MI 49203

Dear Scott:

We are pleased to provide a quote on the following equipment:

- (1) **TORO Greensmaster 3150-Q (#04358)** **\$ 29,687.06**
- (3) 11 Blade Cutting Unit (#04619)
 - (1) Narrow Wiehle Roller (.200" Spacing) (Set of 3) (#04626)
 - (1) 3 WD Kit (w/out ROPS) (#04476)

The above TORO prices are based on State Contract #071B0200329
Spartan Distributors, Inc / State of Michigan

Pricing is firm for 30 days from date of quotation.

DELIVERY: As Arranged

TERMS: Net 30 Days

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 800-822-2216.

Sincerely,

Bob Most

Bob Most
Commercial Sales

BM/jgm

TO: Human Services Committee
Board of County Commissioners

FROM: Matt Shane
MSU Extension District Coordinator

SUBJECT: MSU Extension Support Staff

DATE: 2/1/2013

Motion Requested

To replace a vacant 1.0 FTE support staff position with two 0.6 FTE staff for a total of 1.2 FTEs

I. Background

- A. MSU Extension program staff are dependent on county support staff for a variety of functions. One of the most critical is maintaining office hours for the general public. Each year hundreds of 4-H families, Horticulturalists, Agriculture Producers, and nutrition clientele visit the extension office for educational information. Our Educators and Program Staff maintain sporadic office hours due to the nature of their community programming efforts. It is vital to our operations that we have a support staff presence to maintain consistent office hours.
- B. Due to a planned retirement the staffing levels at MSU Extension were reduced from 2.0 FTEs to 1.0 FTEs in the 2013 budget. The remaining employee took another job in early 2013 leaving this position vacant.



District Office

P.O. Box 42
Nazareth MI 49074-0042

Phone: 269-384-8061
Toll Free: 877-643-9887
Fax: 269-373-5039
www.msue.msu.edu

II. Current Situation

- A. Included in the 2013 budget were some additional funds above the 1.0 FTE level to enable the retired employee to return to fill gaps when needed. She is currently filling in part time on most business days until the vacant position can be filled.

- B. When coverage is not available the office remains available to clientele through telephone, e-mail, scheduled appointments, and educator/program staff coverage when they are available.

III. Analysis

- A. **Strategic** – Refilling the 1.0 FTE vacancy with two 0.6 FTE positions will increase MSUE office efficiency in numerous ways.
- Minimized office closures from staff on sick or paid leave
 - Minimize the risk of having no coverage in the future when employees leave the position
 - Have two employees instead of one to broaden the skill sets available for office functions
 - Having some overlap in hours will allow for collaboration on larger projects such as 4-H enrollments and Master Gardener class support
- B. **Financial** – Moving to two part time employees will help to reduce the personnel costs of MSUE by \$6823. The total annual cost for a full -time position would be \$44,997.11. The total annual cost for two - 24 hour positions would be \$38,174.54.
- C. **Customer** – This staffing model will improve customer satisfaction by reducing variability in office hours and increasing response time for needed information.
- D. **Timing** – Since the position is currently vacant we would like to proceed immediately.

IV. Recommendation

The Title recommends Motion Requested.

Attachments:



Jackson County ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Agencies & Affairs Committee
Board of County Commissioners

FROM: Adam J. Brown
Deputy County Administrator

SUBJECT: JCMCF Lifespan Lease Purchase

DATE: February 6, 2013

Motion Requested

Authorize the use of up to \$377,041 MOE funds to purchase the remainder of the lease between Jackson County and Lifespan.

I. Background

- A. Community Respite Center was interested in moving with the Medical Care Facility to the new location on Lansing Avenue. The Cost for building out space in the new facility was \$567,132.
- B. Original Lease - On May 1, 2002 Jackson County enters a sublease between Community Respite Center (CRC) and Jackson County for a 30 year lease.
 1. The lease requires consent by the Family Independence Agency, currently known as Department of Human Services Board (DHS). The FIA Board of Directors also agreed to the lease.
 2. The contract required two payments to the Jackson County Building Authority for a pre-paid lease. One is for \$31,689 due prior to the execution of the sublease. The second is for \$200,000 due on May 1, 2002.

a.	First Payment	\$31,689
b.	Second Payment	<u>\$200,000</u>
c.	Total Prepaid Lease	\$231,689
 3. The difference between the \$231,689 and the total build out cost of \$567,132 was to be loaned to CRC through promissory notes from the FIA. CRC would pay back the \$335,443 to the FIA over three payments in February of 2003, 2004, and 2005. The promissory notes were paid in full to the JCMCF

- C. Community Respite Center has changed its name to Lifespan. Lifespan has determined that they would like to move to another location. Concurrently, the JCMCF has determined that the space can be repurposed to capture additional revenues to support their operation.
- D. As evidenced by the audit books, the JCMCF has been carrying this prepaid lease as a liability which is reduced each month over thirty years through an amortization schedule. The lease expires in 2032.

II. Current Situation

- A. Lifespan wishes to move to another location. The JCMCF believes it can repurpose the space, for JCMCF use and thereby increase the profitability of their operation.
- B. For both parties to discontinue the lease, the JCMCF must purchase the remainder of the lease from Lifespan. The current cost to buy the lease is \$377,040.66.
- C. The JCMCF has approached the County to use Maintenance of Effort (MOE) funds to purchase the remainder of the lease from Lifespan.

III. Analysis

- A. **Strategic** – The JCMCF is a component unit of the County of Jackson. Their operation supports the County’s strategic plan goal to have a Health Community.
- B. **Financial** – The JCMCF believes they can recoup their costs through additional revenues in less than four years. They propose to use MOE funds to purchase the lease.
- C. **Legal** – The Board of Commissioners controls the millage funds, and disburses them for the stated purposes through the appropriation process. The County Treasurer will release funds upon authorization from the Board of Commissioners. The millage was approved for the purpose of “(1) providing additional funds for payment of the state mandated Maintenance of Effort (MOE) obligation of the Jackson County Medical Care Facility or for payment of costs of the Facility in the event of the elimination of the MOE obligation and (2) constructing, furnishing, equipping and operating a Medical Care Facility.” We believe the use of MOE funds for this purpose is consistent with the intent of the ballot language.
- D. **Timing** - The earlier we purchase the lease, the quicker the JCMCF will be able to repurpose the space to derive more revenues.

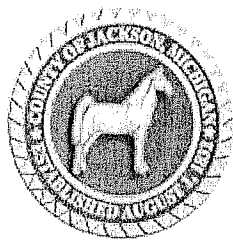
IV. Recommendation

February 6, 2012

JCMCF & Lifespan Lease

The Administrator/Controllers Office recommends that the Board of Commissioners authorize the use of up to \$377,041 of MOE funds to purchase the remainder of the lease between Jackson County and Lifespan.

Attachments:



Jackson County

Department of Human Resources

Crystal Y. Dixon, Director

To: Personnel & Finance Committee
Board of Commissioners

From: Crystal Y. Dixon *CYD*
City/County Director of Human Resources

Re: Jackson County Pension System
JDOT Non-Union Employees DROP & Normal
Retirement Eligibility Change

Date: February 1, 2013

Motion Requested: To approve a change to the Deferred Retirement Option Plan (DROP) and normal retirement eligibility for non-union Jackson County Department of Transportation (formerly known as the Road Commission) employees. Non-union employees will be allowed to enter the DROP or to retire at age 57 with 10 years of service.

I. Background

- A. The Jackson County Road Commission affected a change for all non-union employees regarding their DROP and retirement eligibility on March 11, 2009.
- B. The agreement changed the normal retirement age from age 60 to age 57 with ten years of service. Employees with eight years of seniority by 12/31/08 were grandfathered and deemed vested. Employees were still required to attain age 60 before being eligible to receive retirement health, drug, dental and vision benefits.
- C. No previous record has been found indicating the Board of Commissioners formally approved this change.

II. Current Situation

- A. The Retirement System Board of Trustees considered issues concerning Jackson County Road Commission non-union employees' DROP eligibility and normal retirement eligibility at its regular meeting on January 24, 2013.
- B. The Retirement System Board of Trustees acted on this same issue involving Jackson County Road Commission AFSCME Local 905 employees in October, 2012.
- C. Based on the action taken to resolve II (B) above, the Retirement System Board of Trustees has requested that this issue for non-union Road Commission employees be placed before the Board of Commissioners for action.
- D. A supplemental actuarial analysis prepared and dated July 27, 2007 addressed the cost to make the above referenced DROP change for both non-union and AFSCME Local 905 employees. That actuarial analysis is enclosed. It has previously been determined that without action by the Board of Commissioners a technical legal defect exists regarding these benefit changes. This defect must be corrected.
- E. The Board of Commissioners must receive the supplemental actuarial report and then approve the benefit change.

III. Analysis

- A. Strategic: Until such time as the Board of Commissioners approves the above referenced pension changes, the Retirement System Board of Trustees is legally prohibited from approving any applications for DROP participation for non-union employees as well as normal service retirement from individuals who are not age 60 years at the time of application.
- B. Financial: The supplemental actuarial study dated July 27, 2007 indicates that the additional accrued liability associated with the change was computed to be \$647,436.
- C. Legal: Michigan Public Act 728, MCL 38.1140h(3) provides in pertinent part:
 - i. A [retirement] system shall provide a supplemental actuarial analysis before adoption of pension benefit changes. The supplemental actuarial analysis shall be provided by the system's actuary and shall include an analysis of the long-term costs associated with any proposed benefit change.

Jackson County Tower Bldg., 120 W. Michigan Avenue, Jackson, MI 49201
Phone: (517) 768-6606 FAX : (517) 788-4404

The supplemental actuarial analysis shall be provided to the board of the particular system and to the decision making body that will approve the proposed pension benefit change at least seven days before the proposed pension benefit change is adopted.

Therefore, given the above, the Board of Commissioners must now approve the change which has been in place.

IV. Alternatives

A. There are no alternatives. The Board of Commissioners must take action on this issue.

V. Recommendation

To approve a change to the Deferred Retirement Option Plan (DROP) and normal retirement eligibility for non-union Jackson County Department of Transportation (formerly known as the Road Commission) employees. Non-union employees will be allowed to enter the DROP or to retire at age 57 with 10 years of service.

Enclosure

Supplemental Actuarial Report
Jackson County Employees Retirement System
Jackson County Road Commission

Subject: Retirement/DROP Eligibility
Submitted to: Jackson County Employees Retirement System – Kelli D. Collier
Submitted by: Rodwan Consulting Company – Sandra W. Rodwan
Date: July 27, 2007

Background

This report is furnished in response to the request from the Jackson County Road Workers for a supplemental actuarial valuation concerning estimated costs associated with a change in the eligibility requirements for retirement/DROP.

Change Under Consideration

Current Provision:

A Road Commission member of the Retirement System is eligible for retirement at age 60 with 8 or more years of credited service. The eligibility for the Deferred Retirement Option Plan (DROP) is also age 60 with 8 or more years of credited service.

Change Under Consideration:

The age eligibility for both retirement and DROP would be reduced to age 57 from the current age 60. Members who retire or who leave the DROP before age 60 would not be eligible for employer financed retiree health benefits until they attain age 60.

Valuation Results

We have computed the contribution rates to be the following:

	12/31/2006 Valuation	After Requested Change	Increase
Normal Cost			
Total	12.77%	13.49%	0.72%
Member Portion	2.50*	2.50**	--
Employer Portion	10.27	10.99	0.72
Temporary Funding Credit	(4.15)	(2.23)	1.92
Total Employer Contribution Rate	6.12%*	8.76%**	2.64%
First Year Dollars	\$255,518	\$365,740	\$110,222

* Pursuant to the collective bargaining agreement, employees contribute 2.5% and the employer contributes up to 2.5%. Any contribution in excess of these amounts is split equally. The total contribution is 8.62%. The excess to be split is 3.62%, which is 1.81% apiece. The member and employer contribution would therefore each be 4.31% (2.50% plus 1.81%). The net employer contribution on this basis would be \$179,948.

** Pursuant to the collective bargaining agreement, employees contribute 2.5% and the employer contributes up to 2.5%. Any contribution in excess of these amounts is split equally. The total computed contribution is 11.26% after the requested change. The excess to be split is 6.26%, which is 3.13% apiece. The member and employer contribution would therefore each be 5.63% (2.50% plus 3.13%). The net employer contribution on this basis would be \$235,059.

The additional actuarial accrued liability associated with the change was computed to be \$647,436.

Valuation Data

The data used for these valuations was the same as that submitted for the annual actuarial valuation of the Retirement System as of December 31, 2006. The data can be summarized as follows:

	Road Commission
Active members	97
Payroll	\$3,865,855
Averages	
Age	47.2 yrs.
Service	13.8 yrs.
Pay	\$39,854

Valuation Methods and Assumptions

Valuation methods and assumptions were the same as those used for the annual actuarial valuation as of December 31, 2006, with the exception of the assumed rates of retirement/DROP. The actuarial accrued liability was amortized over the 10 year period used to amortize the excess of accrued assets over accrued liabilities to determine the funding credit in the annual actuarial valuation. The currently assumed rates of retirement together with the assumed rates used to compute the additional contributions are shown below.

	% Assumed Retiring or Electing DROP Upon Attaining Indicated Age	
Age	Current Assumption	Assumption Used After Change
57		25%
58		20
59		20
60	20%	20
61	5	5
62	30	30
63	10	10
64	10	10
65	100	100

Comment: The computed costs associated with this change in eligibility are highly sensitive to the assumed rates of retirement/DROP. It is important to note that the actual cost of the earlier retirement/DROP eligibility will depend upon the utilization. If the actual rates of retirement/DROP are greater than those shown above, costs will be greater. Conversely, if the rates of retirement/DROP are less than those used for this report, the costs would be less.



Jackson County ADMINISTRATOR / CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Human Services Committee
Board of County Commissioners

FROM: Adam J. Brown
Deputy Administrator

SUBJECT: JTA Appropriations Contract

DATE: January 14, 2013

Motion Requested

Approve Agreement Between Jackson County and the Jackson Transportation Authority (JTA) for 2013 Appropriations.

I. Background

- A. The Board of Commissioners appropriates money to non-county entities each year whose activities serve a public purpose that align closely with the County's responsibilities.
- B. The County has a long history of funding the JTA's out-county transportation service.

II. Current Situation

- A. The 2013 contract is the same as was approved in 2012 which was reviewed by Curtis & Curtis, P.C. (legal counsel for Jackson County) and JTA.
- B. We recommend approval of the contract between Jackson County and JTA.

III. Analysis

- A. **Strategic** – Transportation serves a number of the Boards' strategic priorities, namely Economic Development and Healthy Community. This service gets citizens to jobs and job interviews, shopping, doctor's appointments, and number of other services found in the core.
- B. **Financial** – The contract reflects the amount budgeted by the Board of Commissioners for 2013.

- C. Legal** – State law requires county governments to have contractual agreements with an appropriation to non-county entities. These contracts are required to state the general benefit to county citizens. The document has been reviewed and approved by counsel.
 - D. Timing** – The County pays for this service on a quarterly basis. County staff has been directed not to disburse funds until contracts are approved.
- IV. Alternatives** – The Board can choose to take no action, which will halt the service provided by JTA.
- V. Recommendation**

The Administrator/Controller's Office recommends approving the contract between Jackson County and the Jackson Transportation Authority (JTA) for their 2013 Appropriations.

Attachments:

Letter from JTA

Contract between Jackson County and the Jackson Transportation Authority



December 26, 2012

County of Jackson
Steve Shotwell, County Chair
120 W. Michigan Avenue
Jackson, MI 49201

Dear Steve,

RE: Transportation Agreement

Enclosed are two signed original Transportation Agreements between the Jackson Area Transportation Authority and the County of Jackson.

If you are in agreement with the terms of the contract, please sign both original documents and return one to my office at 2350 East High Street, Jackson, MI 49203.

Please contact me at 517-780-3790 if you have any questions or concerns.

Sincerely,



Cameron McCollum
General Manager

Enc.

TRANSPORTATION AGREEMENT

This Agreement (the "Agreement") made this ____ day of _____, 2013, by and between **The County of Jackson**, a Michigan municipal corporation, of 120 W. Michigan Ave, Jackson, Michigan 49201 (the "County"), and the **City of Jackson Transportation Authority**, a public transportation authority created under Michigan Public Act 196 of 1986, of 2350 E. High Street, Jackson, Michigan 49201 (the "JTA").

RECITALS

- A. The JTA is a public transportation provider which has facilities, vehicles and staff available to provide, by contract, rural and urban demand response transportation services to the County in areas outside of the City of Jackson, Michigan boundaries; and
- B. The County desires to contract for rural demand response transportation services in specified areas of Jackson County, Michigan (the "Service Area").
- C. The parties desire to enter into the Agreement for the purpose of outlining the terms and conditions under which the above referenced services will be provided.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for consideration referred to in the Agreement, the parties agree as follows:

- 1. **Services.** The following transportation services shall be provided by the JTA to the County:
 - a. The JTA will provide 3,691 hours of demand response service at an average of 71 hours per week to residents in urban and rural areas of the Service Area;
 - b. The Service Area and residents covered by this Agreement excludes the following:
 - (1). Service to residents of the City of Jackson. These individuals are provided service by the JTA outside of this Agreement.
 - (2). Service to persons who are Americans with Disabilities Act ("ADA") certified whose point of origin and destination are both within the defined $\frac{3}{4}$ mile ADA fixed route corridor (the "ADA Corridor"). The current version of the ADA Corridor is shown on Attachment A, and is subject to change as provided by Federal Regulations. These individuals are provided service by the JTA outside of this Agreement.
 - (3). Service to residents who are covered for service from the JTA under some other program funded by other agreements with JTA, such

as those with South Central Michigan Works or an agreement with a township.

c. Subject to adjustments by the JTA based upon its determination of optimal availability and coordination of service, and up to the 3,691 hours, the scheduled service under this Agreement will operate on Monday, Wednesday and Friday in the Service Area and during the hours of 6:15 a.m. to 6:15 p.m. on Monday, Wednesday and Friday of each week.

d. JTA may determine and apply reasonable procedures to select and allocate the available service hours among the resident who request service.

e. The hours of service provided under this Agreement include all time for which a vehicle and driver are on duty and available to provide scheduled service, whether or not passengers are actually in the vehicle.

f. JTA authorized personnel shall appear before the County of Jackson Personnel and Finance Committee monthly to present ridership data and other information related to the service being provided.

2. **Service Fees.** County agrees to pay the JTA an amount equal to \$25,000 per quarter with the first payment due on March 31, 2013, the second payment on June 30, 2013, the third payment on September 30, 2013, and the final payment is due on December 31, 2013 with the entire annual fee not to exceed \$100,000.
3. **Term of the Agreement.** The term of the Agreement shall commence on January 1, 2013 and shall continue through the close of the business day on December 31, 2013.
4. **Termination.** Either party may terminate this Agreement, with or without cause, without further liability, by giving the other party at least thirty (30) days written notice of termination. In the event this Agreement is terminated as outlined, both parties shall continue to abide by the provisions of this Agreement through the close of the business day on the effective date of termination.
5. **Indemnification.** To the extent not otherwise prohibited by law, JTA shall hold the County (including for purposes of this paragraph, its commissioners, officers and employees) harmless, indemnify them for, and defend them (with legal counsel reasonably acceptable to them) against any cause of action, claim, damage, or liability that may arise as a result from the services being provided by the JTA as contemplated in the Agreement. This indemnification shall be in addition to any insurance coverage required in paragraph 6.
6. **Insurance.** JTA shall maintain ordinary and necessary liability insurance coverage for its operation acceptable to the County and shall name the County as an additional insured on its liability insurance.

7. **Remedies.** The parties reserve all rights to pursue any matter that may be subject to dispute by the parties in any court of competent jurisdiction or by other available legal means.
8. **Entire Agreement.** This is the entire agreement between the parties regarding its subject matter and it supersedes and replaces all prior and contemporaneous agreements. It may not be amended except in writing signed by both of the parties hereto. The headings in the Agreement are for convenience only, and shall not be considered as a part of the Agreement but the Recitals are an integral part of the Agreement.
9. **Governing Law.** The terms and conditions of the Agreement shall be governed by the laws of the State of Michigan.
10. **Notices.** Any written notice required or permitted in the Agreement shall be given by first class mail addressed to County Administrator, on behalf of the County, and the General Manager, on behalf of the JTA, at the address of that party first written above.
11. **Governmental Immunity.** Nothing in the Agreement shall be construed as a waiver of governmental immunity or other defenses to liability of either party or any officer or employee of either party.
12. **No Creation of Legal Entity.** The Agreement does not create a separate legal entity, a public body corporate, or a joint venture.
13. **Federal, State or Other Grants.** Any grants from Federal, State, or other public or private sources to either the County or the JTA in conjunction with the services contemplated in the Agreement shall be retained by the party receiving the grant free of any claim by the other party.

IN WITNESS WHEREOF, each of the parties has caused the Agreement to be executed as of the date first written above, pursuant to a resolution of its governing body.

THE COUNTY OF JACKSON

By:_____

Its:_____

**THE CITY OF JACKSON
TRANSPORTATION AUTHORITY**

By:_____

Its:_____

Prepared By:

Philip J. Curtis, Esq.
Curtis & Curtis, P.C.
120 W. Michigan Ave., Suite 1500
P.O. Box 766
Jackson, MI 49204-0766
517 787-9481
517 787-5622 (Facsimile)
pjcurtis@curtiscurtislaw.com



Jackson County ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Board of County Commissioners

FROM: Adam J. Brown
Deputy County Administrator

SUBJECT: Wall Restoration & Budget Revision

DATE: February 6, 2013

Motion Requested

Approve two change orders with Adamo Group, Inc. for \$48,090 for the disposal of non-friable asbestos material remaining in the structure; and approve an increase to the project budget of \$71,822.

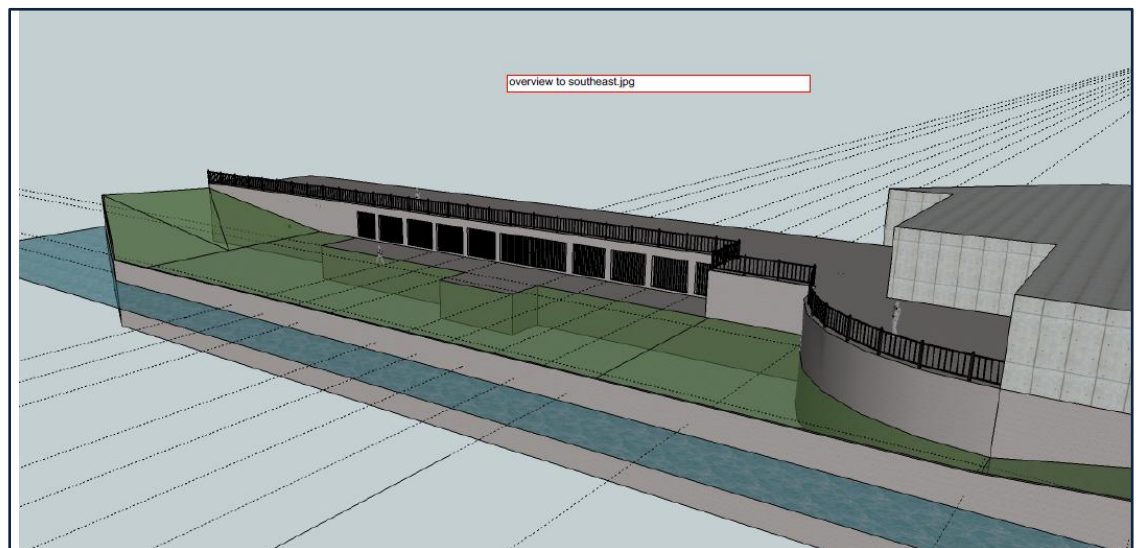
I. Background

- A. The County received the Riverwalk Hotel through the tax foreclosure process in 2008.
- B. Following asbestos reviews in 2010 and 2011, the County awarded a contract for removal of all asbestos from the building. ALAM, Inc. has concluded removal of the asbestos from the building.
- C. Award of the asbestos removal contract, the County awarded a contract to TRC to write the specifications for demolition and oversee the bidding process.
- D. The County awarded a contract for demolition services to Adamo Group, Inc. at the September 18, 2012 Board of Commissioners meeting.
- E. The Board approved the following budget in September of 2012:

1.	Specification Writing	\$15,000
2.	Demolition Monitoring	\$45,000
3.	Demolition Services	\$1,147,000
4.	Contingency	\$100,000
5.	Construction	\$69,000
6.	<u>Parking</u>	<u>\$2,500</u>
	Total	\$1,376,000

II. Current Situation

- A. **Change Order** – Adamo Group, Inc. submitted a change order request in November of 2012. Additional quantities of materials had to be removed from the site than were budgeted because the material was not recyclable. The requested change order is for \$45,800.
- B. **Wall Restoration** – Without knowing exactly what structure was behind the walls that connected the two buildings, we removed the wall restoration from the demolition bid. The building was cut off where it made the most sense with the existing structure. The remaining structure is more linear feet than was in the original budget of \$69,000. The Administrator/Controller had to award a contract to Shively Bouma on January 31, 2013 due to rain water infiltrating the exposed wall. The cost was \$90,000 with an additional \$4,460 added afterwards for demolition of existing walls.
- C. **Backfill Budget** – Adamo Group, Inc. budgeted \$153,600 for backfill of the site. The final grade of the project has evolved as the building has come down. The interior basement walls facing and over the garage are not strong enough to tolerate the weight of backfill without being reinforced. The county's structural consultants recommended the more cost effective route is to lower the final grade such that we do not have to reinforce the walls. Because of this new strategy, we will eliminate the backfill budget of \$153,000 and bid out the final grading work.
- D. **Final Site Plan** – Nehil Seivak is working on the final site plans. The current estimate is \$234,162. The plan includes waterproofing the cement slab, installing curbs and rails for safety, cutting and capping the existing retaining walls, and grading and seeding the top soil. The planned finish work is intended to keep the property safe and marketable for reuse.



- E. The following adjustments need to be made to the project budget.

Reduce Backfill Budget with Adamo	(\$153,600)
Approve Change Order with Adamo	\$45,800
Approve Wall Restoration Costs	\$94,460
Reduce Previous Wall Budget	(\$69,000)
Reduce Contingency Budget	(\$80,000)
Final Grade Plan (estimate)	\$234,162
Amount to be added to budget	\$71,822

- F. The new project budget should be as follows:

	Previous Budget	New Budget	Difference
Specification Writing	\$15,000	\$15,000	\$0
Demolition Monitoring	\$45,000	\$45,000	\$0
Demolition Services	\$1,147,000	\$1,039,200	(\$107,800)
Contingency	\$100,000	\$20,000	(\$80,000)
Final Grade Plan		\$234,162	\$234,162
Wall Construction	\$69,000	\$94,460	\$25,460
Parking	\$2,500	\$2,500	\$0
Total	\$1,378,500	\$1,450,322	\$71,822
Total Project Budget	\$1,750,000	\$1,750,000	
Remaining Balance	\$371,500	\$299,678	

III. Analysis

- A. **Strategic** – This project supports the county’s economic development strategies to improve the city’s Cooper Street Corridor by removing blight. The Board of Commissioners has stated its intent to put the property up for sale following demolition. The revised site plan should make the project safe and marketable.
- B. **Financial**
1. We still have \$1,750,000 in funding available for this project. We amended the budget in September to \$1,378,500. These actions will change the project budget to \$1,450,322 and will leave \$299,678 to be transferred to other projects.
 2. This amended budget leaves \$20,000 in the contingency budget. The only remaining unknown is the bids for the final site restoration work. If the bids come in beyond the budget, an additional appropriation may be required at the time of bid award.

- C. Policy** – The Board must approve change orders and appropriations.
- D. Timing** – We would like to keep the project moving so that the parcel can be marketed in the summer. The final site restoration must still be bid. We hope to have a bid to award in March. Contractors will have to access the property from Mechanic Street to complete the final site restoration. We will not have access to the parcel through the state parking lot beyond March.

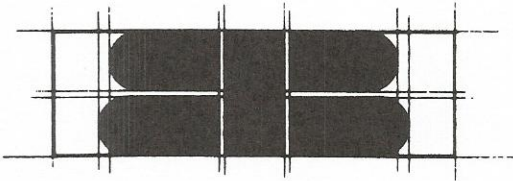
IV. Recommendation

The Administrator/Controller's Office recommends that the Board of Commissioners .

Attachments:

Adamo Revised Change Order for Material Hauling Expenses

Shively Bouma Emergency Quote



SHIVELY - BOUMA, INC.

SOUND CONDITIONING ENGINEERS
AND CONTRACTORS

TO: ADAMO GROUP INC
ATTN: JUSTIN JERIS
PROJECT: JACKSON SQUARE EASTERN WALL RESTORATION

DATE: 1-17-13

GENTLEMEN,

WE WILL FURNISH AND INSTALL THE MATERIALS NECESSARY TO COMPLETE THE
FOLLOWING WORK ON THE ABOVE REFERENCED PROJECT.

Install 8" 20g. metal stud exterior wall . Including 8" 16g. Roof Joist framing.
Install new Structural steel as shown.
Minor demolition of existing Steel and Drywall.
Install new Drywall , Insulation and Sheathing.
Install Exterior Insulation and Finish.
Repair existing Roof.
Furnish and install new Aluminum Doors as shown with panic locking.
Install plywood and wood blocking as shown.
Install new vinyl base.
Supervision and clean up.

FOR THE SUM OF \$ 90,000.00

Quote valid for 30 days. Payment net 30 days. Taxes and Insurance are included.

SINCERELY,
SHIVELY-BOUMA INC


PATRICK J BULLINGER



January 28, 2013

REQUEST FOR CHANGE ORDER - REVISED

James M. Alfonsi
Senior Project Manager
TRC Environmental
1540 Eisenhower Place
Ann Arbor, MI 48108

**RE: DEMOLITION OF THE FORMER RIVERWALK PLAZA HOTEL
130 East Michigan Avenue
Jackson, Michigan 49201**

Mr. Alfonsi:

Please accept this letter as our formal request for change order for disposal of the asbestos containing materials to remain within the structure during demolition. Per the contract documents, Adamo's proposal excluded collection, handling and disposal of hazardous materials. As determined by Jackson County, the remaining ACM will not be abated prior to demolition. This directive creates an economic impact on Adamo.

Due to the impracticality of segregating the ACM, we must consider all concrete and debris to be contaminated and required to be disposed of in a Class II landfill. This causes Adamo to incur additional costs for trucking and disposal over recycling the concrete and masonry. In addition, the concrete can no longer be utilized to backfill the below grade voids after demolition.

The final restoration scope has been reduced by \$18,000.00 for the cost of topsoil and seeding required in the original scope.

Adamo hereby requests and change order to the base contract in the amount of \$48,090.00. This change in scope may require additional time which shall be dependent upon when the approved change order is issued. Below please find the calculations used to determine this amount.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1 DISPOSAL	LANDFILL TIPPING FEES	5,800	CYDS	\$ 12.00	\$ 69,600
2 TRUCKING	TRANSPORTION TO LANDFILL	5,800	CYDS	\$ 4.50	\$ 26,100
3 CONCRETE RECYCLING	TRANPORTATION AND TIPPING FEES	5,800	CYDS	\$ 5.50	\$ (31,900)
4 TOPSOIL & SEED	ELIMINATE FINAL RESTORATION	1	LUMP	\$18,000.00	\$ (18,000)
5	DIRECT COSTS				\$ 45,800
6	PROFIT AND OVERHEAD MARGIN				\$ 2,290
7	NET INCREASE TO CONTRACT AMOUNT				\$ 48,090

ORIGINAL CONTRACT AMOUNT	\$ 1,147,000
THIS CHANGE ORDER	\$ 48,090
ADJUSTED CONTRACT AMOUNT	\$ 1,195,090

We appreciate the opportunity to work with Jackson County and look forward to a long standing relationship.

Please note that we have not included the additional backfill material cost as we understand that the amount required will be significantly reduced. This will be addressed at a later date once the final grade elevations have been engineered. Please let me know if you have any questions.

Sincerely,



Justin Jeris
Project Manager
Adamo Group Inc.

Approved by: _____
Project Engineer – TRC Environmental

Date: _____

Approved by: _____
Owner – Jackson County

Date: _____



Jackson County

ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Personnel & Finance
Board of County Commissioners

FROM: Adam J. Brown
Deputy County Administrator

SUBJECT: Real Estate Services Award of Contract

DATE: January 25, 2013

Motion Requested

Award a contract between Jackson County and CBRE, Inc. and a contract between Jackson County and Lynn Sadjak of Howard Hanna Realty for 3 years to market and sell certain county properties.

I. Background

- A. The County has collected a number of properties through various means, which need to be returned to private use in the most financially responsible way possible.
- B. On September 17, 2012 the County issued a Request for Qualifications (RFQ for Real Estate Services. We worked through the Jackson Realtors Association to notify all local realtors, but we only received two applicants by the due date on September 28, 2012.
- C. We made a second attempt to draw in local applicants by re-releasing the RFQ on October 25, 2012. Vendors needed to respond by November 14, 2012.
- D. We received responses to the second RFQ, which includes the two original vendors. Qualifications were received for the following agents:
 - 1. John Latessa Jr. CBRE, Inc.
 - 2. Ronald Meagher Meagher Real Estate
 - 3. Gena Foster Chace Properties, LLC
 - 4. Lynn Sadjak Howard Hanna Realty
 - 5. Nathan LeZebnik Howard Hanna Realty

II. Current Situation

- A. The qualifications were reviewed by the Facilities Director and me. We graded the proposals, according to the original RFQ, on 1) Individual Qualifications, 2) Organization Qualifications, 3) Sales of Similar Properties, 4) Strategy to Market Properties, 5)

October 25, 2012

RFQ Real Estate Services

Attachment A

**Request for Proposal Submission
for Commercial Real Estate Brokerage Services Submission
County of Jackson, Michigan**



Company Name: MEAGHER REAL ESTATE

Submitters Name (Print): RONALD MEAGHER

Company's Address: 414 S. JACKSON STREET
JACKSON, MI 49201

Email: MEAGHERREALTY@YAHOO.COM

Phone: (517)787-7100

Fax: (517)787-7168

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the Undersigned offers and agrees to furnish the goods/services described herein in accordance with the attached signed proposal as mutually agreed upon by subsequent negotiation.

Signature

**QUALIFICATIONS FOR COMMERCIAL REAL ESTATE SERVICES
COUNTY OF JACKSON**

STATEMENT OF INDIVIDUAL QUALIFICATIONS:

A full time professional Realtor in Jackson for over 30 years.

Specializing in Commercial/Industrial Properties.

STATEMENT OF ORGANAZATIONAL QUALIFICATIONS:

Past President of Optimist Club of Jackson

Director of Jackson Optimist Charitable Fund Board (25 years)

EXAMPLE OF SIMILAR PROPERTIES:

805 N. FRANCIS-FAMILY DOLLAR FORMERLY "DISCOUNT DAVE'S".

3500 PAGE AVENUE- KIA OF JACKSON, FORMERLY "MOTORQUEST".

323 S. COOPER- (CURRENTLY) WENDY'S RESTAURANT,

WATER STREET- FORMER BUILDERS PLUBING

505 HUPP STREET- SOLD THIS PROPERTY 3 TIMES.

DESCRIPTION OF YOUR STRATEGY TO MARKET PROPERTIES:

Utilizing multimedia, and advertising in several publications, both reach a large audience.

IE: CPIX, LOOPNET & COSTAR

OUTLINE OF SCOPE OF YOUR SERVICES:

Managing Commercial Properties.

FEE STRUCTURE, AMOUNT, AND TIME OF PAYMENT:

Sale Commission Commensurate with size of Deal 6-10%

Lease Commission both Upfront and as Collected.

MISSION STATEMENT:

"To improve the economic environment of our community by combining our Real Estate experience and expertise with the desires of the customer and client we serve."

Attachment A

**Request for Proposal Submission
for Commercial Real Estate Brokerage Services Submission
County of Jackson, Michigan**



Company Name: Howard Hanna Real Estate Services

Submitters Name (Print): Nathan LaZebnik

Company's Address: 2131 Ferguson
Suite 116
Jackson, MI 49202

Email: nathan.lazebnik@howardhanna.com

Phone: (517) 795-0296, 787-9800, ext 203

Fax: (517) 788-7913

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the Undersigned offers and agrees to furnish the goods/services described herein in accordance with the attached signed proposal as mutually agreed upon by subsequent negotiation.

Nathan LaZebnik
Signature

Qualifications

Real Estate Salesperson License

Accredited Buyers Representation (ABR)

- Multi Million Dollar Producer, 2.5 Million Sold In 2012
- Full Time Real Estate Agent
- Over 20 Years Of Sales Experience
- Tech Savvy
- Innovative and Resourceful
- Actively Involved In Jackson Board Of Realtors (JAAR)
- Member of the Michigan Board of Realtors (MAR)
- Specializing in First Time Home buyers, Sellers, Vacant Land, & Commercial
- Currently listing over 20 properties which include residential, vacant land, & commercial
- Sold \$806k commercial property at 5800 Enterprise Dr in 2012

Strategy to Market Properties

MLS - Multiple Listing Service for all properties to sell

Numerous online sites such as Realtor.com, Trulia, Zillow, to name a few

Commercial property also listed on LoopNet - No.1 online & CoStar

Large 4 x 4 on site listing signs for commercial, post signs for vacant land

Howard Hanna website with user-friendly consumers tools & enhanced promotion



Nathan LaZebnik

(517)787-9800 Office/ (517)795-0296 Cell

Email: nathanlazechnik@howardhanna.com

Website: www.homesinjacksonmichigan.com

A MESSAGE FROM OUR CHAIRMAN

In today's marketplace, the home selling experience is something that requires extraordinary expertise, marketing know-how and fast results. Howard Hanna Real Estate Services is the company that has the advantage of being family-owned, locally and internationally known!

Developing innovative programs is one of our core strengths – we want to ensure that you get the best price for your home in the quickest amount of time. Our leadership position is evidence of our ability to anticipate a home seller's needs and provide you with superior customer service. That's why people in Pennsylvania, Ohio, Michigan, West Virginia and New York have turned to Howard Hanna Real Estate Services far more than any other real estate company. We have over 4,700 of the most skilled sales associates, staff and management professionals in the industry ready to customize a plan to successfully sell your home.

If I may be of personal assistance in answering any questions about the marketing of your home, feel free to email me at hoddy@howardhanna.com or call me at my office, 1-800-656-7356 or my home, 412-781-7884.



**"I'm so confident in the
Howard Hanna Advantage,
I'm giving you my
phone number."**

Sincerely,

A handwritten signature in black ink, appearing to read 'Hoddy Hanna'.

Howard W. "Hoddy" Hanna, III
Chairman and CEO





Only Howard Hanna Stands behind the value
of the homes we sell – 100% Money Back Guarantee!!!

1.3

Region : Property Search : Relocation : Careers : Hanna Advantage : Sales Associate

QUICK SEARCH Region: -- City/NBHD: Choose a Region Addr/MLS: Price: -- Any -- to -- Any -- Sch D

Nathan C. Lazebnik

My Profile

My Listings

More Information



Mortgage Calculator

Pre-Qualification Calculator

How Much is Your Home Worth

My Hanna HomeFinder

Add Me to your Favorites

Add Me to your Contacts

Cell Phone: (517) 795-0296



print
profile



view office
on map

Jackson Office
2131 Ferguson, Ste 116
Jackson, MI 49203
(517) 787-9800

"There's No Place Like Home"

I am proud to be a native of the Greater Jackson Area. Born and raised in Jackson, I am very knowledgeable of the neighborhoods and communities that make up our area. I have spent over the last 30 years of my life working with and helping the public. My clients are my number one priority and I take listing and selling homes very seriously. For most people, it's the largest monetary transaction they will ever make, and that's one reason why I feel my clients deserve a full time agent. My most important goal is to make every real estate transaction an enjoyable and stress free experience. I work very hard for my clients and strive to establish a professional and trustworthy relationship. Selling or buying a home is one of the most important decisions that a person makes and I strive to ensure that the process goes as smoothly as possible.

Please visit my new website at:

<http://www.homesinjacksonmichigan.com>

<http://www.jacksonmipropertysearch.com>

Email me at: nathanlazebnik@howardhanna.com

Talking Points: to discuss with your Sellers

Howard Hanna...

...gives us an opportunity to offer expanded, enhanced products and services that will assist me with your sale

...is the 4th-Largest Real Estate Company in the United States, with a network of 4700 agents and employees across contiguous states for inter-office referral: a family of colleagues committed to selling Howard Hanna properties FIRST

...is a family-owned company in its third generation, with hands-on leadership and ready answers to your questions – just as we have been as Surovell

...has more opportunity to bring relocation buyers to your home, from around the corner in Ohio or across the nation, through Leading Real Estate Companies of the World

...offers their industry-exclusive Money Back Guarantee to you and to the buyer of your home, bringing extensive marketing, a unique product and a larger pool of buying prospects

...has real estate's #1 website, with user-friendly consumer tools and enhanced listing promotion. We'll attract more prospects to take a visual tour of your property – and just a click away from a real-time appointment

...utilizes eye-catching post signs on all properties, creating a billboard in your yard – standing high above the worst snowfall!

...provides me with an array of professional marketing materials, making your home stand out in a crowded marketplace: full-color postcard, eCards, brochures, flyers – anywhere the buyer enters the market, your home is there!

...uses targeted mass media to broadcast our message from the highest mountaintops: television advertising, local and regional newspapers and magazines

...is an affiliate of Christie's Great Estates, with a Homes of Distinction program that shines an impressive spotlight on your most distinctive properties



Real Estate Mortgage Title Insurance



Real Estate Mortgage Title Insurance

Scope of Services

LISTING HOT BUTTONS

1. MARKET SHARE
2. FULL SERVICE ONE STOP SHOPPING
3. RELOCATION BUYERS
4. 100% MONEY BACK GUARANTEE
5. MORE REAL ESTATE ASSOCIATES
6. HOWARD HANNA MORTGAGE SPECIAL FINANCING
7. ADVERTISING (NEWSPAPER, POSTCARD)
8. CHRISTIES GREAT ESTATES
9. HH MARKETING PROGRAMS
10. MORE REAL ESTATE OFFICES
11. 1 MILLION VISITORS EACH MONTH ON HH.COM
12. COMPUTERIZED MULTI-LIST
13. ENTHUSIASTIC SALES ASSOCIATES
14. HANNA FAMILY INVOLVEMENT
15. MORE HOMES FOR SALE
16. THE PRICE
17. AFFINITY GROUP RELATIONSHIPS
18. DAILY TELEVISION ADS
19. \$150 MILLION AVAILABLE MONTHLY FOR
MORTGAGE FINANCING
20. MORE HOMES SOLD



Comparative Shopping Analysis

Scope of Services & Facts

	Howard Hanna Edward Surovell Realtors	ReMax Mid-Michigan	ERA Reardon	Good Earth	Prudential	Century 21	Reinhart
Agent Web Page	X	X	X				X
In-House Title	X	X					
Relocation Network	X	X	X		X		X
Color Flyers	X	X	X	X		X	X
Just Listed Cards	X	X	X	X	X		X
Increasing Market Share	X		X				
Full Time Agents	X						
Expanded Office Hours	X						X
Internet Rapid Response	X						
Bank Foreclosure	X					X	
In-House Marketing Dept.	X						X
Sunday Newspaper Tab	X	X		X			
Multi-County Operation	X						
Company-Run Real Estate University	X						X
Homes Magazine Ad	X	X	X	X		X	X
Internet Development Dept.	X						
Dominate Open Houses	X						X
Extensive Company Web Page	X	X	X	X			X
In-House Closing	X						

ALL FIELDS DETAIL



(1) MLS #	20008338	(64) Total # of Buildings	1
(17) Status	Sold	(66) Total # of Units	2
(7) Type	General Commercial		
(11) Address	5800 ENTERPRISE DR		
(13) City	Jackson		
(14) State	MI		
(15) Zip	49201		
(8) Area	02-Leoni, Waterloo, Grass Lake		
	Twp		
(4) Class	Commercial/Industrial		
(9) Listing Price	\$700,000		
(18) Sale/Rent	For Sale		
(24) IDX Include	Yes		

SOLD
2012

GENERAL

(20) Originating MLS	Jackson	(25) VOW Include	No
(26) VOW Address	No	(27) VOW Comment	No
(28) VOW AVM	No	(29) Verified Listing	Confirmed
(30) List Agent	FRANK A PRATT	(31) List Office	THE BROKERAGE HOUSE, INC. - Office: (517) 788-8733
(35) Type Of Listing Contract	ERS	(36) Sub Agency	4.0
(37) Buyer Agency	4.0	(38) Exclusive Agency	Yes
(39) Transaction Broker	4.0	(41) Listing Date	9/26/2011
(45) Owner Name	SJF America Corporation	(46) Lake Name	None
(47) Directions/Cross Streets	Cisco Drive - Sargent Road	(48) School District	East Jackson
(49) Subdivision	None	(50) Township	Leoni
(51) County	Jackson	(52) Tax ID	000-09-21-476-007-06
(53) Legal Description	Part of Section 21, T2S R1E	(54) Lot Size	338x287x142x300
(55) Lot Front	250	(56) Frontage RF/LF	RF
(57) Estimated Acreage	3.12	(58) Mineral Rights Included	No
(59) Estimated Year Built	2004	(60) Zoning	B-4 General Commercial
(61) Legal Or N/C Use	Legal	(62) Associated Document Count	0
(63) Use	Office, Warehouse Distrib	(65) # Of Levels	1
(67) # Of Restrooms	4	(68) Current / Former Use	Current
(69) Ceiling Height	18	(70) Overhead Door Height	12
(71) Floor Thickness	6	(72) Lease Only	Yes
(73) Bld1 Pct Occ	23	(76) Bld1 Lvl1 SqFt 1- Office	3600
(78) Bld1 Lvl1 SqFt1-Warehouse	20000	(82) Bld1 Lvl1 Total SqFt	23,600
(106) Bld1 Total SqFt	23,600	(119) Bld2 Lvl2 SqFt 1-Storage	0
(175) Rentable Sq.Ft.	0	(176) Dollars Per Sq. Ft.	29.66
(177) Total Above Grade SqFT	23600	(210) Off Market Date	4/25/2012
(211) Agent Hit Count	50	(212) Client Hit Count	11
(216) Update Date	4/25/2012	(217) Status Date	4/25/2012
(218) HotSheet Date	4/25/2012	(219) Price Date	4/25/2012
(220) Input Date	9/26/2011 9:51:00 AM	(221) Original Price	\$700,000
(222) Cumulative DOM	776	(223) Cumulative DOMLS	776
(501) Days On Market	212		

FEATURES

MAJOR TYPE	WATER/SEWER	ROAD TYPE	MISC. INTERIOR
Office	Community/Public Water	Interstate	Private Restroom
Warehouse	Septic	US Highway	Barrier Free
ROOFING	AVAILABLE PARKING	State	Ow ned SC System
Metal	21-100 Spaces	Co/City	Meeting Room
Compos.	UTILITIES AVAILABLE	Access	Kitchen
BUILT ON	Gas/Street	Paved	Recept Area
Slab	Telephone	FLOORING	EXISTING LEASE
CONSTRUCTION	Trash	WW Carpet	No Lease
Metal	220 Volt	HW Concrete Floor	DOCUMENTS
Brick	Under 400 Amps	MISC. EXTERIOR	Aerial Photo
HEAT/COOL	LOCATION	Load Dock	Draw ings
Forced Air	Indust Park	Pole Sign	Photos
Space	Free/Stand	Ow ned SC System	Floor Plans
Central AC	TERMS	Overhead Door	TRANSMIT TO INTERNET
FUEL TYPE	Conventional	Truck Well	Yes

FEATURES

Natural Gas

Cash
POSSESSION
Tenant RightsBarrier Free
No Tank**FINANCIAL**

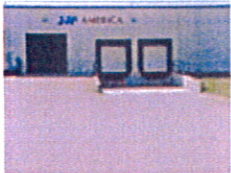
(224) Assessments	No	(227) SEV	301,625
(228) SEV Year	2011	(229) Tax Value	301,625
(230) Tax Value Year	2011	(231) Association Fees	0.00
(232) Association Fee Frequency	None	(233) Principle Res Exemption%	0
(234) Summer Tax	12428.81	(235) Winter Tax	2089.52
(236) Total Tax	14518.33	(238) Foreclosed (Y/N)	No
(239) Subject to Short Sale	No		

SOLD STATUS

(247) How Sold	CONVENTIONAL	(249) Contract Date	2/29/2012
(250) Closing Date	4/25/2012	(251) Sold Price	\$806,000
(252) Selling Agent	NATHAN LAZEBNIK - Main: (517) 795-0296	(253) Selling Office	HOWARD HANNA REAL ESTATE SERVI - Offic: (517) 787-9800
(254) Concessions / Lease Terms	none	(257) Seller Concessions	No
(258) Seller Concession Amt	0.00	(259) Sold Price Less Conc.	806000.00
(260) Short Sale	No	(261) Transaction Coordinator	No
(262) SoldPrice/SF (Less Conc.)	34.15		

REMARKS

This could be arguably the best warehouse/light assembly building available in our area. The warehouse/sub assembly area has 18 ft. clear ceilings, 8 inch concrete floors, load leveling docks plus an overhead door. It has separate restroom facilities for office and warehouse area. The lot and zoning allow s for an additional 15,000 SF.

ADDITIONAL PICTURES**DISCLAIMER**

MLS Data is protected by Copyright and provided as a service to MLS users and purchasers who must rely upon their own investigation and seek professional help if necessary. JMLS is not responsible for its misuse, inaccuracies or its compliance with law.

ALL FIELDS DETAIL



(2) MLS #	20009468	(19) Water Selection	No Water Selection
(17) Status	Active		
(8) Type	Residential		
(11) Address	8820 KING RD		
(13) City	Parma		
(14) State	MI		
(15) Zip	49269		
(9) Area	06-Springport, Tompkins, Rives , Henrietta, Parma, Sandstone Twp		
(5) Class	Lots/Land		
(10) Listing Price	\$126,250		
(18) Sale/Rent	For Sale		
(24) IDX Include	Yes		

Current Listing

GENERAL

(20) Originating MLS	Jackson	(25) VOW Include	No
(26) VOW Address	No	(27) VOW Comment	No
(28) VOW AVM	No	(30) List Agent	NATHAN LaZEBNIK - Main: (517) 795-0296
(31) List Office	HOWARD HANNA REAL ESTATE SERVI - Office: (517) 787-9800	(34) Additional Contact Info	Contact Nathan LaZebnik toll free at 1.800.517.8221 or email nlazebnik@surovell.com
(35) Type Of Listing Contract	ERS	(36) Exclusive Agency	No
(37) Sub Agency	none	(38) Buyer Agency	5.0
(39) Transaction Broker	none	(41) Listing Date	12/27/2011
(43) Value Range	No	(46) Owner Name	Rhodes Estate
(47) Lake Name	None	(48) Directions/Cross Streets	King Rd. to Reigel Rd.
(49) School District	Western	(50) Subdivision	none
(51) Township	Spring Arbor	(52) County	Jackson
(53) Tax ID	000-12-08-301-003-00	(54) Zoning	Residential Vacant - AG-1
(55) Part/Larger Parcel	Yes	(56) Splits Available	Yes
(57) Legal Description	Beg at NE Cor of W 1/2 of SW 1/4 of Sec 8	(58) Lot Size	1155x1094x1155
(59) Lot Front	1091	(60) Frontage RF/LF	RF
(61) Estimated Acreage	50.50	(63) Associated Document Count	0
(64) Crops Reserved	No	(65) Oil/Gas Lease	No
(66) Mineral Rights Included	Yes	(67) PA116	No
(68) Designated Wetlands	No	(69) Env. Haz/Undgrd Tank	No
(70) Land Rented	No	(72) Agent Hit Count	84
(73) Client Hit Count	86	(77) Update Date	11/4/2012
(78) Status Date	12/27/2011	(79) HotSheet Date	10/30/2012
(80) Price Date	10/30/2012	(81) Input Date	12/27/2011 7:43:00 AM
(82) Original Price	\$114,000	(83) Cumulative DOM	506
(501) Days On Market	323		

FEATURES

LOT DESCRIPTION	TERMS	PRESENT USE	ZONING
Rolling Hill	Cash	Hunting	Agriculture
Wooded Lot	Conventional	DOCUMENTS ON FILE	TRANSMIT TO INTERNET
Prop Face E	ROAD TYPE	Agency Disclosure	Yes
	Paved	Sellers Disclsre Statemnt	

FINANCIAL

(85) Assessments	No	(88) Association Fees	0.00
(89) Association Fee Frequency	None	(90) SEV	66,720
(91) SEV Year	2011	(92) Tax Value	14,002
(93) Tax Value Year	2011	(94) Principle Res Exemption%	0
(95) Summer Tax	598.45	(96) Winter Tax	116.70
(97) Total Tax	715.15	(98) Foreclosed (Y/N)	No
(100) Subject to Short Sale	No		

REMARKS

50 plus acres of prime hunting land. Property offers a variety of looks with rolling hills, woods, marsh, & buildable areas. Land is subject to township approval for vacant land split.

ADDITIONAL PICTURES**DISCLAIMER**

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When you list with Edward Surovell Realtors, your home is syndicated to thousands of sites around the web. Here are just a few...

surovell.com



twitter

You Tube

A2OPENHOUSES.COM

A2FORECLOSURES.COM



YAHOO! REAL ESTATE

cyberhomes

Zillow.com
Your Edge In Real Estate



PROPERTY PURSUIT Beta

The Detroit News
detnews.com



marketplacedetroit.com



move



Moving.com
part of Move



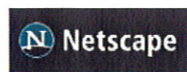
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YELLOWPAGES.COM

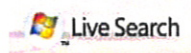


search engines

Google YAHOO!



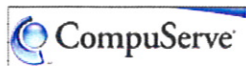
search.com
GoodSearch
EASILY WE WIN



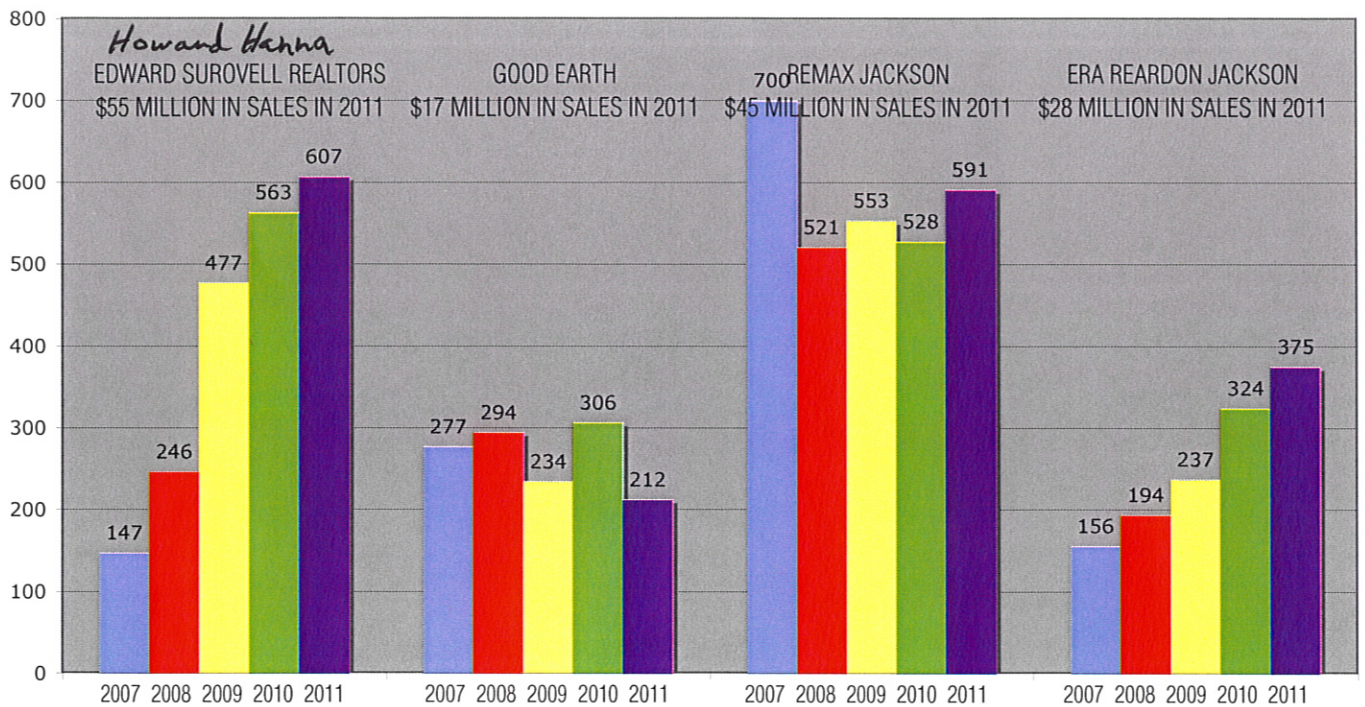
Blingo
Search & Win!

info.com Ask

service providers



Jackson County Sales 2007-2011



* Data is from information gathered from the Jackson Board of Realtors and is deemed reliable but not guaranteed.

517-787-9800

**EDWARD
SUROVELL
REALTORS**

2131 Ferguson Road
Jackson MI 49201

Subj: **Letter of Recommendation**
Date: 11/5/2012 2:09:46 P.M. Eastern Standard Time
From: WWhite1157@aol.com
To: nLazebnik@surovell.com

To Whom it May Concern,

Nathan LaZebnik is a valued agent with our company. His production places him in our top quartile. Additionally, Mr. LaZebnik has shown the ability to **secure, service and sell commercial property**. In fact, during my 6 year tenure, Mr. LaZebnik sold the largest commercial property for our Jackson office.

William H. **(Bill) White**
"I Sell Jackson"™
Howard Hanna Real Estate Services
Residential Sales Manager
Direct: 517.796.6144
Cell: 517.206.4577
www.billwhite.com



JACKSON

2131 Ferguson, Suite 116
Jackson, Michigan 49203
Office: 517.787.9800
Fax: 517.788.7913
www.howardhanna.com

My Brand Promise

Experience is what really matters in the real estate industry. With my years of relationships you can be assured that your real estate goals will be achieved. Real estate is my passion and it is a career that I love. I enjoy working with people and helping them achieve their goals. There is never a challenge that I would pass up in the real estate world.

My goal is not just to sell real estate, but to educate my clients so they can make their own best decisions. I work closely with them to ensure that all their expectations are being exceeded and that their transaction goes as smoothly as possible. My former clients have commented on how clearly and effectively I have been able to communicate. I always provide my clients with the best service.

A handwritten signature in black ink, appearing to read "Nathan LaZebnik".

Nathan LaZebnik

(517)787-9800 Office/ (517)795-0296 Cell

Email: nathanlazechnik@howardhanna.com

Website: www.homesinjacksonmichigan.com

September 7, 2012

RFQ Real Estate Services

Attachment A

**Request for Proposal Submission
for Commercial Real Estate Brokerage Services Submission
County of Jackson, Michigan**



Company Name: Surovell Realtors

Submitters Name (Print): Lynn Sajdak

Company's Address: 2131 FERGUSON
JACKSON, MI. 49203

Email: YourRealtorLynn@gmail.Com

Phone: 517-740-8916

Fax: 517-788-7913
WWW.LYNNSAJDAK.COM

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the Undersigned offers and agrees to furnish the goods/services described herein in accordance with the attached signed proposal as mutually agreed upon by subsequent negotiation.

Lynn G. Sajdak
Signature

Lynn Sajdak

Residential, Commercial and Investment Real Estate Expert

Credentials Summary

- Expert in the real estate business—full-time realtor—with top volume ranked office in Michigan—Surovell Realtors
- Contributing entity in the sale on my listing for the commercial land at I-94 and Sargent Road—an interstate highway project with MDot for which I handled both sides of the sale
- Involved in some aspect of real estate for over 35 years
- In the past 2 years completed over 100 sales transactions— of those, 10% have been commercial properties. This success was accomplished in what experts call a “down market”.
- Commercial leasing experience: office, retail and warehouse
- Owner of commercial investments: apartment complexes, highway development, convenience store, single family homes
- Working relationship with bank REO departments
- I handle all types of buyers and negotiate successful deals daily
- Life-long resident of Jackson county

Personal Guarantee

- After listing your property, if for any reason you are not completely satisfied that I am performing as I indicated previously, please contact me. If I have not resolved the issue within 48 hours, I will terminate the listing and/or marketing agreement by written notification. I will maintain contact with you throughout the sales process. I appreciate any suggestions, comments, or feedback you may have. I am constantly striving to improve my service and the services provided by my team.
- I would be honored to represent The County of Jackson in all transactions. Following is a sample listing agreement for your review.

Aggressive Marketing Plan

- List on local MLS (shared with other Michigan boards)
- Placement on multiple websites, which will trickle down to over 3000 crawler sites—to list a few:
 - Surovell
 - Realtor.com
 - Loopnet (commercial site)
 - Co-star Group (commercial site)
 - Enterprise Group
 - Trulia
 - Zillow
 - MLive
 - Cpix (commercial site)
 - Commercialsearch.com
- Email and/or fax to commercial brokerage firms, appraisers, lenders and buyers. Followed by personal phone calls
- Flyers/feature sheets/postcards
- Signage is still very useful
- I answer my phone 24/7, I always return calls and emails, communication is most important in getting properties sold

Comparable Properties Sold or Leased

- Sargent rd I-94, Highway development
- 1020 Hurst, Industrial, office, warehouse
- 701 Page ave, Commercial building
- 0 Flansburg, Vacant land 34 acres
- Ford rd, Development opportunity
- Leased 2161 Ferguson Summit Oaks Mall
- 327 W Washington, Commercial office
- 207 First st, Commercial buildings (2)
- 1318 Wildwood, Commercial 50,000 sqft

Lynn Sajdak

Residential, Commercial and Investment Real Estate Expert

Fees

- Commercial and vacant land typically 10%, I would suggest at least 8% to attract adequate buyers agents.
- Residential is 7% on first \$100,000 and 5% on remaining amount of sale
- All fees or commissions to be paid at closing
- Leases paid in 4 structured quarterly payments on total lease amount, 10-8%

Testimonials:

Jon Hinsman Client, Seller

- I have worked with Lynn for 2 plus years. He has sold everything from Residential properties to Commercial properties for my company. Lynn is willing to go the extra mile on the properties that he represents. Lynn works closely with buyers and seller on all of our seller financed transactions. I would recommend Lynn to both buyers and sellers in the Jackson, Michigan Area.

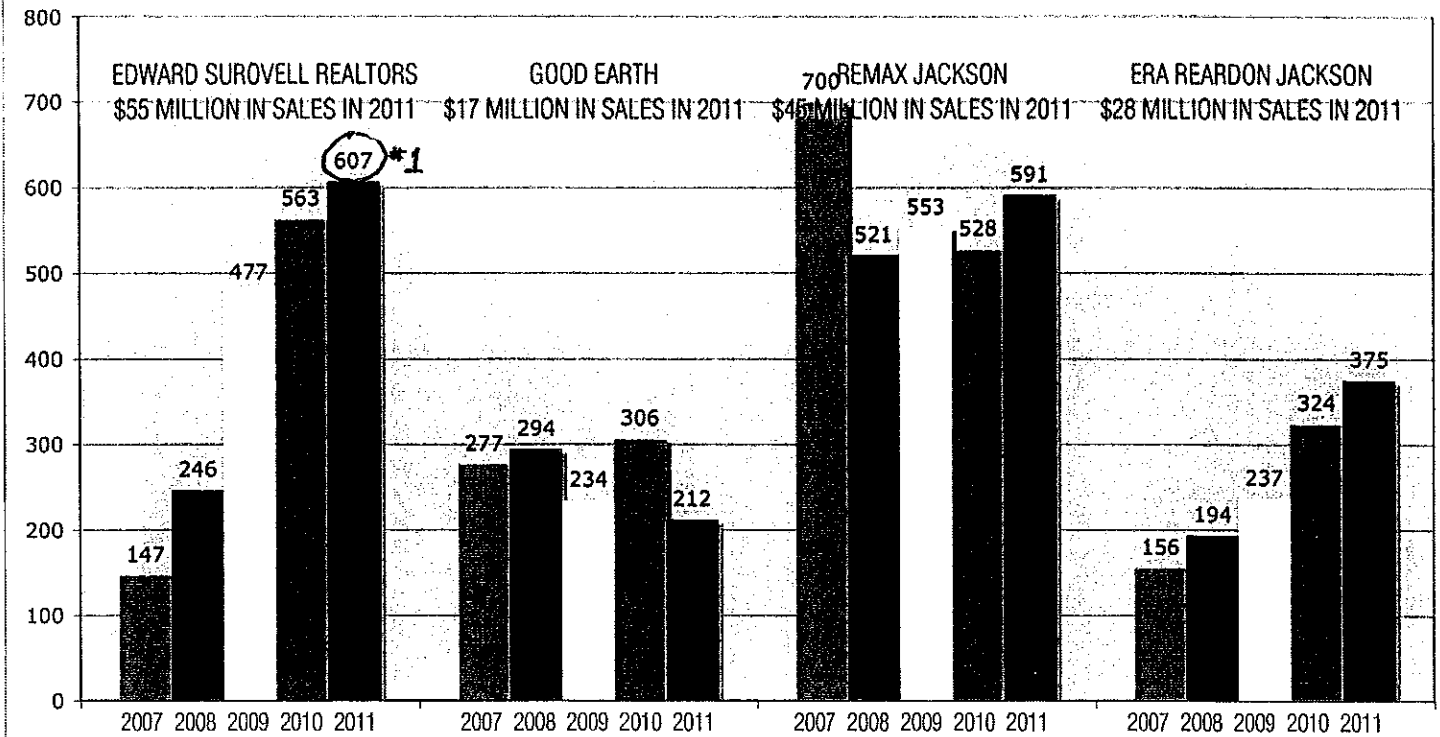
chadkeilen Client, Buyer

- I have known Lynn only for 4-5 years and in that time have purchased 5 properties consisting of 10 units all within Jackson, MI city limits. Lynn is a wealth of knowledge in his field and the locations that he represents and I continue to look to Lynn for all of my Real Estate needs.

iammarie Client, Buyer

- As investors, we have worked with many agents over the years. Lynn has assisted us in several real estate transactions. He has always put our interests first, he even went so far as to point us in the direction of a home that he had no benefit if we were to buy it. We have yet to find a more professional and honest person to work with. Needless to say, we've "dumped" any previous agents that we have worked with and have chosen Lynn to be our Agent of choice.

Jackson County Sales 2007-2011



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EDWARD SUROVELL REALTORS

When you list with Edward Surovell Realtors, your home is syndicated to thousands of sites around the web. Here are just a few...

surovell.com



Google

YouTube

A2OPENHOUSES.COM

A2FORECLOSURES.COM



search engines

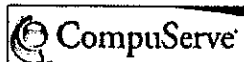


search.com

GoodSearch



service providers





Comparative Shopping Analysis

Services & Facts

	Edward Surovell Realtors	ReMax Mid-Michigan	ERA Reardon	Good Earth	Prudential	Century 21	Reinhart
Agent Web Page	X	X	X				X
In-House Title	X	X					
Relocation Network	X	X	X		X		X
Color Flyers	X	X	X	X		X	X
Just Listed Cards	X	X	X	X	X		X
Increasing Market Share	X		X				
Full Time Agents	X						
Expanded Office Hours	X						X
Internet Rapid Response	X						
Bank Foreclosure	X					X	
In-House Marketing Dept.	X						X
Sunday Newspaper Tab	X	X		X			
Multi-County Operation	X						
Company-Run Real Estate University	X						X
Homes Magazine Ad	X	X	X	X		X	X
Internet Development Dept.	X						
Dominate Open Houses	X						X
Extensive Company Web Page	X	X	X	X			X
In-House Closing	X						

COMMERCIAL PROPERTY LISTING AGREEMENT

Exclusive Agency

THIS EXCLUSIVE LISTING AGREEMENT is made and entered into this the _____ day of _____, 200____, by and between _____, a _____, whose address is _____, _____, Michigan, _____ ("Broker"), and _____, a _____, whose address is _____, _____, _____ ("Owner"), in the manner following:

1. CONTRACT DURATION & PROPERTY DESCRIPTION. In consideration of Broker's efforts to market Owner's property, negotiate with prospective tenants and/or purchasers, and facilitate the details of a transaction, Owner hereby grants Broker until 11:59 P.M. _____, 200____ (the "Listing Period"), the exclusive right to ☐ lease, ☐ sell, or ☐ lease and sell the real estate located in the ☐ City or ☐ Township of _____, County of _____, Michigan, commonly known as _____, and further described as: _____; together with _____ land division splits as provided under the Michigan Land Division Act as revised March 31, 1997 (hereinafter referred to as the "Property").

2. PRICE & TERMS. Broker is hereby authorized to offer the Property under the following prices and terms:

- ☐ For lease at a price of \$_____ per square foot (PSF), on an annual basis, a minimum term of _____ years; or
- ☐ for sale at a price of \$_____, in cash, or such other price and terms to which Owner may hereafter consent.

3. INCLUDED IMPROVEMENTS. All attached fixtures, equipment and other improvements affixed to the Property are included in the offering of the Property and the lease or purchase price stipulated in Section 2 above, except the following items: _____

4. COMMISSION. Subject to Broker successfully completing either a lease or sale transaction of the Property, either pursuant to the terms of this Agreement, or under such other terms acceptable to Owner, Broker's commission will be deemed earned and payable by Owner as follows:

- ☐ for acceptable lease transactions, a commission equivalent to _____ percent (____%) of the gross aggregate lease amount, limited to _____ (____) years, paid ☐ in full at the time of lease execution, or ☐ with _____ (____) percent paid at the time of lease execution and the balance paid within _____ (____) months afterwards or ☐ at occupancy; or
- ☐ for an acceptable sale transaction, a commission equivalent to _____ percent (____%) of the purchase price for the Property, paid in full at the time of closing.
- ☐ for an acceptable option transaction, a commission equivalent to _____ percent (____%) of the option price, paid when the option is exercised.

- ☐ a minimum commission shall be deemed earned and payable by Owner as provided for above in an amount not less than \$ _____, due under the same terms as provided for above.

The forgoing fee arrangement shall be deemed earned and payable, provided that, if during the Listing Period, the Property is leased or sold by anyone, including Owner; or if, during the Listing Period, anyone, including Owner, produces a tenant or buyer that is ready, willing and able to lease or purchase the Property; or provided the Property is leased or sold within twelve (12) months after the expiration date of this Agreement (the "Protection Period") to any person or persons with whom Owner or Broker has had negotiations or communications for the lease or sale thereof during the Listing Period. In the event an option is granted during the Listing Period or the Protection Period to a proposed tenant or buyer with whom Owner or Broker has had negotiations or communications for the lease or sale thereof, during the Listing Period, the commission shall be deemed earned even if the option is exercised after the expiration of the Protection Period. Owner hereby grants Broker the right and consents to the recording of a Consensual Lien in the amount of the maximum commission stated above against the Property and appurtenances thereon anytime after the effective date of this Agreement in order to secure payment for the services rendered by Broker. Said Lien shall remain valid and enforceable as between Owner and Broker until the compensation owed Broker, if any, has been paid by Owner. Further, this lien right expressly provides for and grants Broker the power of foreclosure and sale under the Foreclosure of Mortgages and Land Contracts provisions of the Michigan Revised Judicature Act, MCLA 600.3101 et seq.

5. INFORMATION EXCHANGE/MLS POSTINGS, COMMISSION SHARING & AGENCY. Owner grants Broker permission to submit the Property to any Information Exchange and/or Multiple Listing Service (collectively the "IPX") deemed appropriate by Broker. Broker shall NOT offer sub-agency to other cooperating brokerage agents. Broker will nevertheless agree to cooperate with other Michigan-licensed brokerage agents who represent the interests of a prospective tenant or buyer and will agree to share its brokerage commission with such agents who assist in an acceptable lease or sales transaction, subject to closing and Broker's receipt of its brokerage fee.

6. BROKER'S SERVICES. Broker shall, at a minimum, provide the following services to the Owner:

a. The marketing of the Owner's property in the manner agreed upon between the parties or as provided below subject to the authorization set forth in Paragraph 9:

- ☐ Listing of the Property on the Commercial Property Information Exchange (CPIX)
- ☐ Erection of Property signage and/or window or banner signage
- ☐ Listing of the Property in printed media
- ☐ Direct mail such as marketing brochures, flyers, circulars, postcards
- ☐ See attached marketing plan
- ☐ Other _____

b. Acceptance of delivery and presentation of offers and counteroffers to sell or lease the Property that the Owner seeks to sell or lease.

c. Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.

d. After execution of a purchase or lease agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the agreement.

e. Furnishing or causing to be furnished, a complete and detailed closing statement.

7. RETAINER FEE. Owner will pay Broker a non-refundable 'Retainer Fee' of \$_____, due and payable upon execution of this Agreement. This Retainer Fee is intended as minimum compensation to Broker for Broker's effort in attempting to market the Property for Owner, regardless of whether a transaction closes. If Owner closes on the sale, exchange or lease of Property, then the Retainer Fee shall be applied against the total commission due.

8. COST OF SERVICES. Owner agrees to promptly pay for products or services from outside sources ordered by Broker on Owner's behalf, including, without limitation, surveys, appraisals, market analyses, environmental studies, inspections, soil tests, title reports, engineering studies, marketing expenses, etc. In the event Broker provides to Owner names or sources for such products or services, or orders products or services from others on behalf of Owner, Owner acknowledges and agrees that Broker does not warrant or guarantee the quality, accuracy or completeness of any such services and/or products.

9. AUTHORIZATIONS. Seller hereby authorizes Broker to:

- ☐ Place or erect marketing sign(s) on the Property;
- ☐ Obtain and share supporting information on the Property, including encumbrances, utility costs, title requirements, zoning, prior inspections and audits, etc;
- ☐ Advertise the Property as it deems appropriate and to use such descriptive materials and marketing techniques as it deems appropriate; and
- ☐ Conduct such other marketing as set forth in Paragraph 9.

10. MARKETABLE TITLE. Owner represents that: (i) Owner is the owner of the Property; (ii) Owner has good marketable title of the Property and can convey clear title in the event of a sale; (iii) Owner has the authority to enter into this Agreement and to lease and/or sell the Property; (iv) Owner will execute and deliver all necessary documentation regarding a lease or the conveyance of title; and (v) in the event of a sale, Owner will convey the Property with full covenants of warranty, free from all encumbrances and will furnish, at no expense to a buyer, a title insurance policy insuring marketable title.

11. ACCESS. Owner grants Broker and its authorized representatives access to the Property and all parts thereof for the purpose of showing and inspecting the same at reasonable hours. The following limitations apply to all showings:

12. BROKERS & SALESPERSONS NOT REPRESENTING OWNER. Owner has been informed by Broker that Owner may be contacted by other brokers or salespersons who do not represent Owner and who may or may not be representing a potential tenant or buyer (possibly as a tenant or buyer's agent). Further, Owner understands that an agent working for a prospective tenant or buyer has a duty to disclose all information that it discovers to its Owner.

13. WAIVER OF CONFLICT OF INTEREST. Owner understands that other property owners may list their property with Broker, which may be similar to or even competitive with Owner's Property. Owner consents to Broker's exclusive and non-exclusive representation of other such potential property owners who may be in direct competition with Owner, before, during and after the expiration of this Agreement. Owner understands and agrees that Broker shall not be required to disclose information to Owner obtained from or relating to other potential property owners. Owner further understands and accepts that Broker may show the Property to and/or negotiate with parties, with which Broker either has an existing or a former agency or

sub-agency relationship. Owner agrees that Broker shall not be held liable for not disclosing information concerning such a property owner that was obtained while Broker was acting as an agent or sub-agent of said party, which might, in the sole discretion of Broker, harm said party's bargaining position.

14. NON-DISCRIMINATION. Owner agrees as required by law not to discriminate because of race, color, national origin, age, sex, handicap, religion, height, weight, marital or familial status with respect to the sale or lease of the Property.

15. OWNER'S REPRESENTATION. Except as otherwise disclosed in writing, Owner represents to the best of Owner's knowledge and belief that: (i) there are no existing violations of any laws, statutes, ordinances, regulations, orders or requirements of any governmental authority affecting the Property; (ii) there is no pending or threatened litigation, administrative action or claim relating to the Property; and Owner has not concealed any defects in the Property or failed to disclose any latent defects known to Owner which could be potentially dangerous to a new owner or tenant.

16. MICHIGAN LAND DIVISION ACT. If the Property is not platted and Owner intends to divide the Property for the purpose of sale, Owner is advised that Owner must comply with all terms and conditions of the Michigan Land Division Act, as revised March 31, 1997. Broker makes no representations regarding any of Owner rights or obligations under the Land Division Act and advises Owner to contact an attorney regarding Owner's rights and obligations under this Act.

17. INSPECTIONS. Broker is hereby authorized to assist any prospective tenant or buyer in obtaining any property inspections a prospective tenant or buyer may require, pursuant to an approved letter of intent, option, lease or sales agreement between the parties.

18. MAINTENANCE. Unless otherwise agreed to in writing, Owner shall be responsible to insure, secure and maintain the Property during the term of this Agreement, and Broker shall not be responsible for any maintenance of the Property in any manner whatsoever.

19. OFFERS. Upon acceptance of the terms of any offer to lease or purchase the Property, Broker ☐ shall or ☐ shall not be required to present any other offers received after the time of said acceptance.

20. SALE. The term "sale" shall be deemed to include, but not be limited to, any exchange or trade to which Owner consents. In the event of an exchange or trade, Broker shall be permitted to represent and receive compensation from both parties (in different transactions), so long as such representation does not violate Broker's initial relationship with Owner. In the event the Property is gifted to a prospective buyer during the listing Term or the Protection Period, Broker shall still be deemed to have earned its brokerage commission defined herein, with the value of the Property to be based upon the Property's listed value in Section 2.

21. EARNEST DEPOSIT. In the event Broker accepts a personal or corporate check as a deposit from a prospective tenant or buyer, which is returned for non-sufficient funds, Broker will not be held responsible to pursue the collection of same, but will immediately notify Owner of such event.

22. FAX & E-MAIL. The parties agree this Listing Agreement may be delivered by use of a fax or e-mail, and any signatures, initials and/or modifications thereof shall be deemed valid and binding upon the parties as if the original signatures, initials and/or modifications were present on the documents in the handwriting of each party. Owner shall not assert the statute of frauds or non-enforceability or invalidity of any such agreement because of faxed or electronically delivered copies being used,

and Owner specifically waives and relinquishes any such defense. Owner agrees to provide all original documents to Broker upon request.

23. COUNTERPARTS. This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.

24. DEFAULT. If Owner defaults in paying any sums to Broker when due, Broker shall be entitled to all legal and equitable remedies, including the right to foreclose the lien as set forth in Paragraph 4, and shall be entitled to its costs and attorney fees. Client hereby acknowledges that Broker is entitled to payment of the commission at the time it is earned in accordance with Section 4 of this Agreement.

25. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of Owner and Broker and their respective heirs, personal representatives, successors and assigns.

26. RELEASE AND INDEMNIFICATION. Owner agrees to waive and release any and all claims Owner may now or hereafter have against Broker, and to defend and indemnify Broker and to hold Broker harmless on account of any and all liability, loss, damage, cost or expense arising directly or indirectly by reason of or in connection with this Agreement or the purchase or lease of any Property including but not limited to, attorney's fees reasonably incurred by Broker, provided that the damage is not caused by Broker's gross negligence.

27. INTEREST. All commissions which are due and payable in full, but have not been paid on time, shall bear interest from the due date until the date of payment, at the rate of One and one-half (1.5%) percent or eighteen (18%) percent per annum or the highest rate allowed by law.

28. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction thereof. The arbitration shall occur at the nearest available location to the property which is subject of the dispute.

29. GENERAL DISCLAIMER. OWNER ACKNOWLEDGES THAT BROKER IS NOT AN ATTORNEY, TAX ADVISOR, SURVEYOR, CIVIL ENGINEER, STRUCTURAL ENGINEER, ENVIRONMENTAL EXPERT OR APPRAISER. OWNER FURTHER ACKNOWLEDGES THAT BROKER HAS ADVISED OWNER THAT IF OWNER HAS ANY QUESTIONS IN AREAS THAT REQUIRE SUCH EXPERTISE, THAT OWNER SHOULD CONSULT PROFESSIONALS IN THESE MATTERS. OWNER ACKNOWLEDGES THAT BROKER HAS ADVISED OWNER THAT THE PURCHASE OF PROPERTY IS A SIGNIFICANT EVENT WHICH HAS LEGAL, TAX AND NUMEROUS OTHER IMPLICATIONS. BROKER HAS INFORMED OWNER THAT THE PROPERTY COULD HAVE STRUCTURAL DEFECTS, MECHANICAL DEFECTS, INFESTATION BY WOOD EATING INSECTS AND THAT THE BOUNDARIES AND LOCATION OF THE PROPERTY CANNOT BE DETERMINED WITHOUT AN ACCURATE SURVEY. OWNER FURTHER ACKNOWLEDGES THAT BROKER HAS INFORMED OWNER THAT THE TITLE TO THE PROPERTY COULD BE SUBJECT TO RESTRICTIONS, EASEMENTS, LIENS, AND OTHER ENCUMBRANCES AND THAT THE SERVICES OF AN ATTORNEY MAY BE NECESSARY IN ORDER TO EVALUATE THEIR EFFECT ON TITLE.

30. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Agreement. In the event any portion of this Agreement is found to be unenforceable, said clause shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

THIS AGREEMENT IS APPROVED AND AGREED TO as of the date caption at the top of the first page of this Agreement.

FOR BROKER:

WITNESS:

By: _____
[Print Name]

[Print Name]

Its: _____

FOR OWNER:

WITNESS:

By: _____
[Print Name]

[Print Name]

Its: _____

F:\docs\CBOR\D-Commercial Property Listing Agreement 2.doc

JACKSON AREA ASSOCIATION OF REALTORS
VACANT LAND DISCLOSURE STATEMENT

Address: _____
Seller(s) Name: _____

This Disclosure Statement concerns the property situated in the _____ of _____
County of _____ State of Michigan, described as: (Legal
Description) _____

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY AND IS
INTENDED TO PROVIDE A POTENTIAL PURCHASER WITH INFORMATION DIRECTLY FROM THE SELLER(S)
ON WHICH TO BASE A DECISION TO PURCHASE. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S)
AND IS NOT AND SHOULD NOT SUBSTITUTE FOR ANY INSPECTIONS, SURVEYS, TESTS, OR SPECIFIC
WARRANTIES THE PURCHASER MAY WISH TO OBTAIN. SELLER(S) HAS NO SPECIAL EXPERTISE WITH
RESPECT TO ANY OF THE ITEMS DISCUSSED BELOW OTHER THAN BY VIRTUE OF HAVING OWNED THE
SUBJECT PROPERTY.

Seller(s) hereby authorizes the distribution of this statement to any person or entity in connection with the actual or anticipated
sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT REPRESENTATIONS OF
THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY
CONTRACT BETWEEN THE PURCHASER(S) AND SELLER(S) UNLESS SO INCORPORATED.

With respect to the subject property, are you (Seller(s) aware of the following:

- | | |
|--|--|
| 1. Features of the property shared in common with adjoining landowners, such as walls, fences, driveways,
wells, septic systems, etc.? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 2. Any encroachments, easements or similar matters that may interact in the subject property? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 3. Landfill (compacted or otherwise) on the property or any portion thereof? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 4. Flooding, drainage or grading problems? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 5. Any health code or zoning violations, nonconforming uses, or condemnation action? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 6. Deed restrictions? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 7. Any Associations which have any authority over the subject property? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 8. Any "common area" (facilities such as pools, tennis courts, walkways) or areas co-owned? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 9. Any notices of abatement or citations against the property or any lawsuits against the Seller
threatening or affecting this real property? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 10. Any determination that the subject property constitutes a "wetlands"? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 11. Any environmental concerns (i.e. proximity to a landfill, airport, shooting ranges, etc.)? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 12. Any knowledge of past use of property that may have a substantial impact on the value of
the property? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 13. Any previous disposition of the oil, gas, underground, or other mineral rights relating to
the property? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 14. Any underground fuel/gas storage tanks (present or in the past)? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 15. Any land (boundary) or mortgage surveys? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 16. Any perk tests, soil bearings, etc. been performed? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 17. Any or part of land under conservation forestry agreement, or tax deferred programs (i.e. P.A. 116)? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 18. Any sale or transfer of development rights from property? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| Unknown | |
| 19. Is the property subject to any oral or written lease(s)? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 20. Taxes cover a larger parcel of land? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |
| 21. Any other state of affairs affecting this property or the surrounding area which in your
opinion might influence a potential Purchaser's decision to buy this property? | Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown <input type="checkbox"/> |

If the answer to any of these is yes, explain. (Attach additional sheets if
necessary): _____

Seller(s) certifies that the information herein is true and correct to the best of the Seller(s) knowledge as of the date signed by
the Seller(s).

Seller _____ Date _____

Seller _____ Date _____

PURCHASER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY
AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN PURCHASER(S) AND
SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

A REALTOR IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR
ATTORNEY. A REALTOR IS NOT USUALLY QUALIFIED TO RENDER AN OPINION ON THE ITEMS REFLECTED
IN THIS DISCLOSURE STATEMENT, SUCH EXPERTISE IS AVAILABLE IN THE COMMUNITY THROUGH A
VARIETY OF SOURCES.

I/We acknowledge receipt of a copy of this statement.

Purchaser _____ Date _____

Purchaser _____ Date _____

Attachment A

**Request for Proposal Submission
for Commercial Real Estate Brokerage Services Submission
County of Jackson, Michigan**



Company Name: Chace Properties LLC

Submitters Name (Print): Gena Foster

Company's Address: 500 W. Michigan Ave
Jackson, MI 49201

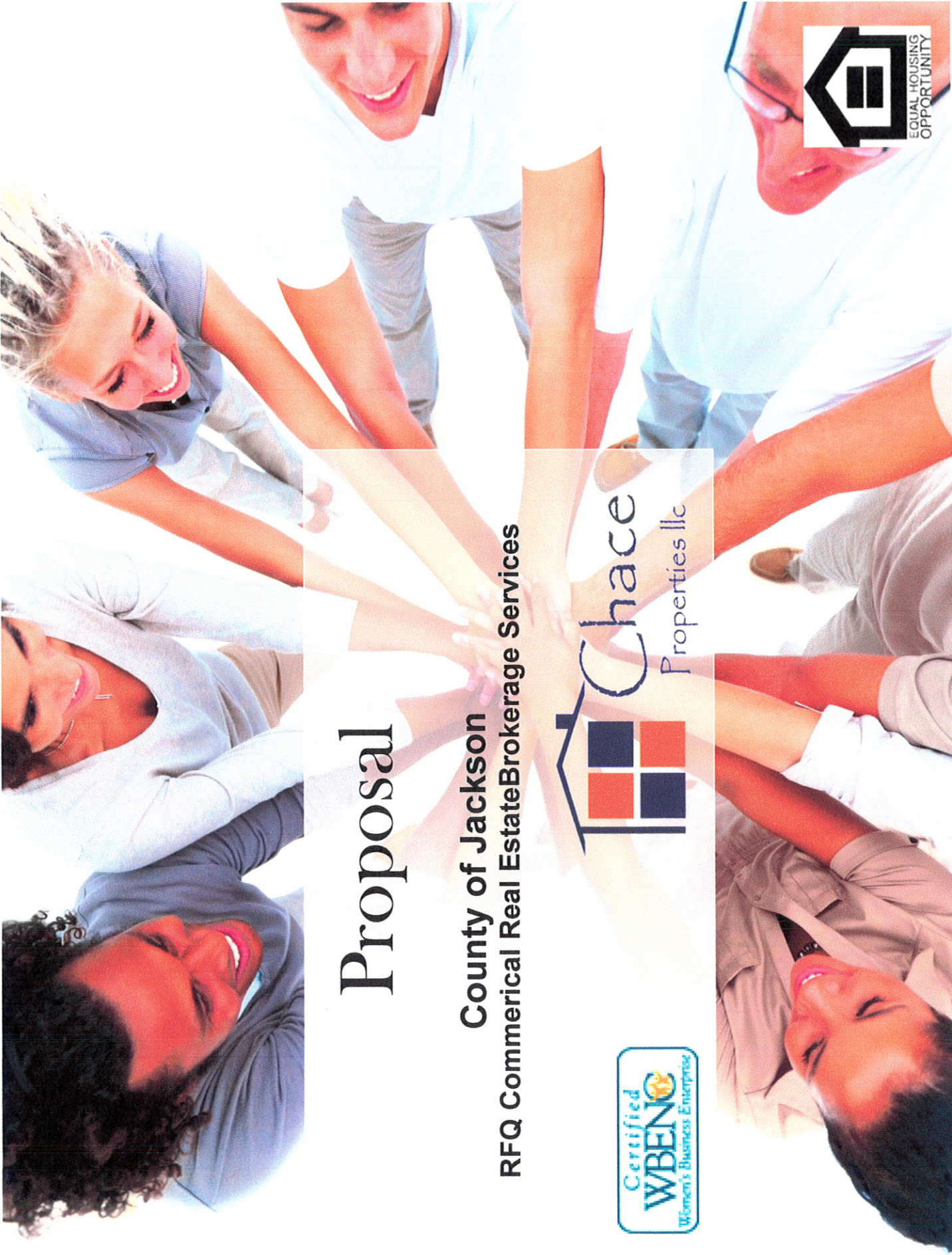
Email: genafoster@yahoo.com

Phone: 517-416-3852

Fax: 517-962-5297

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the Undersigned offers and agrees to furnish the goods/services described herein in accordance with the attached signed proposal as mutually agreed upon by subsequent negotiation.


Signature Gena Foster



Proposal

County of Jackson
RFQ Commerical Real EstateBrokerage Services



Chace
Properties llc





Cover letter of Interest

Gena Foster
Broker/Owner
Minority Owned / Woman Broker (WBENC)
500 W. Michigan Ave
Jackson, MI 49201
Direct 517-416-3852
Office: 517-962-5344
Fax 517-962-5297

Dear, Adam Brown


Email: GenaFoster@yahoo.com

I, Gena Foster Broker/ Owner of Chace Properties and my team are very interested , qualified and capable in working with the County of Jackson To provide Commercial Real Estate Services .

We have a Distressed, (REO) Management Services Team that oversees the entire sales process on foreclosed/distressed properties. My team and I have been handling Distressed Commercial properties in the Jackson County market for 13 years and are currently averaging over 100 distressed sales per year. We currently have Several banks that we work with on Foreclosed commercial property all over the state of Michigan We pride ourselves on providing advanced technology and vast experience with distressed commercial property. We are 203k Renovation Loan Trained, VA certified for visual lead based assessments, Fannie Mae trained to assess fraudulent activity, Fannie Mae trained on defective drywall, proficient in Jackson Affordable Housing programs and work with several banks on their neighborhood stabilization programs. We are proficient in advanced buyer web-marketing technology including Costar, Loopnet, Zillow, Yahoo, listhub, Homes.com, Facebook, Realtor.com, QuickHome, listhub, gohome, and Trulia, as have proficiency with LPS, Equator, iagent and ResNet foreclosure platforms. We are currently working on getting "green certified" RESNET Accreditation & Certification through (RESNET) Residential Energy Services Network, an industry non profit membership corporation. It is the organization that sets the national standards by which building energy performance is measured and certified. RESNET Accreditation & Certification (RESNET) standards are widely recognized by organizations including the Department of Energy, the Environmental Protection Agency and the mortgage industry. A RESNET accreditation gives credibility in the energy audits and home improvement industry.

I currently hold a Five Star REO certification for distressed properties. Our office is a Certified Woman Owned Company through Woman's Business Enterprise National Counsel and we are available 7 days a week.





We currently handle all aspects of real estate disposition from weekly inspections assessing the condition, location and values to coordinating the repairs, occupancy checks, Cash for Redemption, Cash for Keys, BPOs, Trash Outs, Winterizations, short sale, monthly marketing reports, weekly inspection reports, as well as updated and second broker price opinions. Our Rehab department will take your project from feasibility to finish quickly. We handle all in field interviews, postings, negotiations, sign installation, and lock boxes, and weekly time stamped updated pictures from beginning to end on all assets. All details of large scale projects are handled professionally and on time. We are a full service distressed properties company.

Our team approach provides the most professional, informative, loyal and dedicated service in the industry. The best interests of our clients will always come first, as we are dedicated to the development of long-term client relationships and neighborhood stabilization. Our team-approach philosophy ensures your needs are important to each and every member of our organization. For every single customer, we will work as hard as we can to help them achieve their goals. We are grateful and inspired to be working with a select team of professionals whom we believe are the most capable, honest and hard-working in the field.

Thank you for your time and consideration

Gena Foster



Resume

500 W. Michigan Ave. Jackson, MI 49201
Direct: 517-416-3852
Office: 517-962-5344
Email: GenaFoster@yahoo.com
Website: www.chacehomes.com

Performance Snapshot

- 1,000 Closed Transactions
- 98% Cash for Keys Success Rate
- 95% BPO Turn Time <24 Hours
- 97% Sales Price to List Price
- 62 DOM – List to Closed
- 4% Fallout Ratio
- Property Preservation Funds
- 60% Owner Occupant Success
- 95%+ < 2 Hour Occupancy Check

Clientele

Chase, Wells Fargo, Wachovia, Green River Capital, Bank of America, Saxon, Infinity, FNMA, Chase Bank, FAS, RMS, Core Logic, New Vista, HSBC, Single Source, Service Link, 24 Asset, Christly, REO World, IVS, Freddie Mac, Fannie Mae, WAMU, Citi, Ocwen, VA, and Tenant Access. Jackson community action agency NSP3 program

REO Systems

Equator, RES.Net, Aspen iAgent, & LPS Desktop

Territory - Jackson County
& Surrounding Areas

License | Insurance

6502361281

Pearl Insurance

Policy Number: PEG- 9162159



Gena Foster

Minority Owned / Woman Broker

Gena has 13 years experience. We Have a Distressed, (REO) Management Services Team that oversees the entire sales process on foreclosed/distressed properties. My team and I have been handling foreclosures and commercial property in the Jackson County market and currently have a contract with the Jackson community action agency for their NPS3 program for Leoni Township. We are currently averaging over 100 distressed sales per year. We pride ourselves on providing advanced technology and vast experience with Diversity Focused Programs. We are 203k Renovation Loan Trained, VA certified for visual lead based assessments, Fannie Mae trained to assess fraudulent activity, Fannie Mae trained on defective drywall, proficient in Jackson Affordable Housing programs and work with several banks on their neighborhood stabilization programs. We are proficient in advanced buyer web-marketing technology including Zillow, Yahoo, listhub, Homes.com, Facebook, Realtor.com, QuickHome, listhub, gohoming, and Trulia and commercial sites, Costar and loopnet. We also have a large network of international commercial buyers.

Key Skills

- Woman Owned / Woman Broker (WBENC certified)
- Advanced Buyer Web-marketing Technology Including Zillow, Yahoo, listhub, Homes.com, Facebook, Realtor.com and New QuickHome
- Full Suite of REO Services
- Diversity Focused 1st Time Homebuyer Focus
- 13 Years Local Market Expert
- City | County Ordinances | Municipal Code & HOAs
- Licensed & Bonded
- Full Service Preservation & Rehabilitation
- 10 Person Team
- 200 Asset Listing Capability
- 203k Renovation Loan Trained

Professional Experience

Fast start Coldwell Banker, Core Logic Origination Market, Servicing Market, REO Market, Capital Market. Resnet /AMP, Homesteps sales training, Freddie mac fraud training, Fannie Mae sales training, Power reo/DARES, Iagent /Aspen grove system, Chrisley Asset Management, Fannie Mae Fair Housing and REO Property training, SingleSource Property Solutions BPO Training, Equator System Platinum.

Awards / Recognition

2009 and 2010 Top 1% (Manchesters Who's Who)
2007 & 2008 #1 Coldwell Banker Presidents Club
2006 #3 Coldwell Banker Presidents Club
2005 Coldwell Banker Presidents Club
2000-2004 Coldwell Banker Diamond society top 5%



Affiliations

Five Star FORCE, JAAR, NAR, MAR, NAHREP, and RPAC

Certifications

FIVE STAR REO, Equator REO and SHORT SALE (PLATNUM), Diversity certification from Women's Business Enterprise National Council (WBENC), VA visual lead based assessment certified, Loss mitigation certified from titanium solutions

Community Involvement

- Partner in hope with St Jude's children's research hospital.
- American cancer society, relay for life sponsor
- HOSTS program at Allen school.
- MDA association "lock ups"
- Board of Directors for Mission Of Hope Cancer Fund
- Hot Air jubilee committee member
- Civil War munster past committee member
- Hub Youth Club volenteer
- Numerous Church / Community Service Projects

Coverage Areas:

COUNTIES: Jackson County

Vendor References:

Jay McMaken - Sr. Mortgage Loan Officer - Mortgage Banking, Chase Bank
125 S Main Ann Arbor, MI 48104

William H. Carr - Central Region REO Manager
JP Morgan Chase Bank, NA- Mortgage Banking

Alex Krog - REO Asset Manager -- Community Development.
Wells Fargo Home Mortgage One Home Campus | West Des Moines, IA 50328

Lori Russo - Asset Manager - Precision Asset Management
22700 Crenshaw Blvd., Torrance, CA 90505

Josh Correa - Asset Manager - RMS Asset Management Solutions, LLC
5222 Cypress Creek Parkway, Suite 100 Houston, TX 77069

Jeff Meador - Senior Asset Manager - Chrisley Asset Management

Gary M. Silva - Parks Title
916 South Main Street Ste 100 Royal Oak, Michigan 48067



Herby grants

National Women's Business Enterprise Certification

to

chace properties llc

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman owned, operated and controlled, and is valid through the date herein.

WBENC and WBE Certification is a process and standard in the U.S.
business enterprise owned - controlled, operated and managed by women.

Expiration Date: 03/25/2013
WBENC National Certificate Number: 2005117842

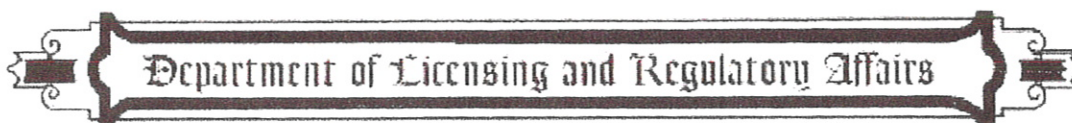
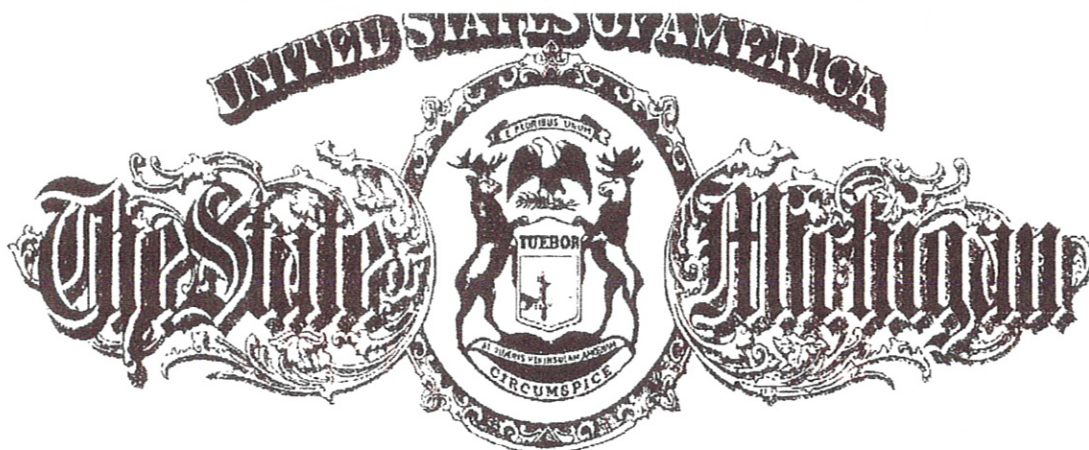
Michelle R. Rude
Authorized by Michelle R. Rude, President
Women's Business Enterprise Council - Chesapeake



NAICS Codes: 531210, 531110, 531390

UNSPSC Codes: 80131601, 80130000, 80131800, 80131803





Lansing, Michigan

This is to Certify That

CHACE PROPERTIES LLC

was validly organized on July 30, 2007 as a Limited Liability Company. Said Limited Liability Company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23, as amended, to attest to the fact that the company is in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 8th day of February, 2012

Director

Sent by Facsimile Transmission

Bureau of Commercial Services

1065457

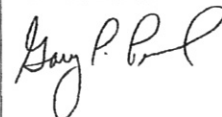
ACORD™ CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY) 11/30/11	
PRODUCER Pearl Insurance 1200 East Glen Avenue Peoria Heights, IL 61616			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Chace Properties, LLC 500 W Michigan Ave Jackson, MI 49201-2075			INSURER AFFORDING COVERAGE Greenwich Insurance Company			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	CLAIMS MADE OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPROP AGG	\$
	POLICY PROJECT LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea. Accident)	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	OCCUR CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER:					
	Real Estate Agents Errors & Omissions Liability	PEG- 9162159	11/30/2011	11/30/2012	\$ 1,000,000 each claim \$ 1,000,000 aggregate \$ 2,500 deductible	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Real Estate Office						

CERTIFICATE HOLDER **ADDITIONAL INSURED:**INSURER LETTER: **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Pearl Insurance





Farm Bureau General Insurance Company of Michigan
GUARDIAN POLICY DECLARATIONS

I

Pg. 6

Transaction Effective Date 12/19/2011	Policy Period (from 12:01 a.m.) 03/30/2011 To 03/30/2012	Policy No. S 275914711
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Named Insured and Mailing Address:

CHACE PROPERTIES LLC
500 W MICHIGAN AVE #200
JACKSON, MI 49201

Agent: 3916
CYNTHIA WAHLUND
Phone Number:
517-764-9898
Account Number:
C000894499 001 00001
Payment:
MONTHLY

Description of Transaction

TOTAL TERM PREMIUM: \$ 300

Program Type: BUSINESS
Business Description: OFFICE
Form of Business: LIMITED LIABILITY COMPANY

ADDITIONAL INTEREST: See attached Additional Interest Schedule (if applicable)

LOCATION OF INSURED PREMISES: See attached Location Schedule

PROPERTY: See attached Additional Declarations

OPTIONAL COVERAGES: See attached Additional Declarations (if applicable)

LIABILITY AND MEDICAL PAYMENTS:

BUSINESS LIABILITY:	LIMITS
General Aggregate (Other than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$ EXCLUDED
Each Occurrence	\$1,000,000
Fire Legal Liability Coverage	\$ 50,000 Each Fire
Premises Medical Payments Coverage	\$ 10,000 Each Person

FORMS AND ENDORSEMENTS: See attached Forms Schedule

Issue Date: 12/29/2011

Evidence of Insurance-General Liability



PAGE 001	FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN FAMILY AUTO INSURANCE PROGRAM RENEWAL DECLARATIONS	HOME OFFICE
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POLICY NUMBER 1-0842P34-24	POLICY PERIOD (12:01 A.M. STANDARD TIME) FROM 03/07/2012 TO 09/07/2012	TERM (MONTHS) 06	AGENT NAME CYNTHIA WAHLUND (517) 764-9898	AGENT NO. 3916
TOTAL TERM PREMIUM \$632.94	THIS IS NOT A BILL ACCT# C000362359-001-00001		DATE OF ISSUE 02/03/2012	HOME OFFICE USE F P06 06HMX 3709 H B
NAMED INSURED FOSTER GENA 8097 FAIRVIEW CT JACKSON MI 49201-9242			PAYMENT PLAN: MONTHLY	

VEH YEAR DESCRIPTION VEHICLE ID NUMBER D COST SYMBOLS TP END V A EFF DATE
001 2004 LINC NAVIGATO 5LMFU28R74LJ03751 OK OK B G F 09/07/11

INSURANCE AFFORDED ON EACH VEHICLE IS LIMITED TO THE SPECIFIC COVERAGES AND LIABILITY LIMITS FOR WHICH A PREMIUM IS INDICATED BELOW.

COVERAGES AND LIMITS OF LIABILITY PREMIUMS BY VEHICLE

MANDATORY COVERAGES -- 001
08 BODILY INJURY LIABILITY - 39.13
\$ 100,000 PER PERSON
\$ 300,000 PER OCCURRENCE
07 PROPERTY DAMAGE LIABILITY - 2.96
\$ 100,000 PER OCCURRENCE
PERSONAL INJURY PROTECTION-PER STATUTE 266.77
P3 PRIMARY MEDICAL PAYMENTS X
PX0 PRIMARY WORK LOSS NO DEPENDENT X
\$300 DED APPLIES TO MEDICAL & WORK LOSS
PROPERTY PROTECTION INSURANCE 9.15
\$1,000,000 PER OCCURRENCE

OPTIONAL COVERAGES -- (ACV = ACTUAL CASH VALUE AND RC = REPLACEMENT COST)
WARNING: WHEN ACV APPLIES, COMPREHENSIVE AND COLLISION COVERAGES REIMBURSE ONLY FOR THE CURRENT VALUE OF YOUR MOTOR VEHICLE, LESS YOUR DEDUCTIBLE.

X UNINSURED MOTORIST 1.60
\$20,000 PER PERSON
\$40,000 PER OCCURRENCE
A7 COMPREHENSIVE ACV - \$500 DED 84.03
B7 BROADENED COLLISION ACV - \$1,000 DED 227.61
5 EMERGENCY ROAD SERVICE INCLUDED
LIMITED PROP DAMAGE LIAB-\$500 LIMIT 1.89

VEHICLE TOTAL: 632.94

VEHICLES LOCATED: COUNTY-JACKSON TOWNSHIP-NAPOLEON RT-P36

CONTINUED --

These Declarations form a part of the policy and replace any previously issued Declarations bearing the same policy number.

See additional information on reverse side.

1341 (11-11)



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH

A1026851

REAL ESTATE BROKER LICENSE



CHACE PROPERTIES LLC
500 W MICHIGAN AVENUE
JACKSON, MI 49201

PERMANENT I.D. NO.

6505361280

EXPIRATION DATE

10/31/2012

AUDIT NO.

75460

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN.

JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH

A1026867

REAL ESTATE ASSOCIATE BROKER LICENSE
(VOID IF BROKER IS NOT LICENSED)



LICENSEE
GENA M FOSTER
8097 FAIRVIEW
JACKSON, MI 49201

EMPLOYING BROKER
ID#: 6505361280
CHACE PROPERTIES LLC

PERMANENT I.D. NO.

6502361281

EXPIRATION DATE

10/31/2012

AUDIT NO.

75476

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN.

References

1. **Premiere Asset Services/Wells Fargo**
Denise Klinge
Phone # (303) 253-3179
Project: NSP Date: Ongoing

In our continued efforts to increase the marketability of Foreclosed properties and influence the stabilization of communities, effective December 17, 2011 Premiere Asset Services REO/Foreclosure Operations deployed Phase Two of the new Repair Process initiative. Phase Two of this initiative will include all PAS REO properties. Asset Managers and Agents across the country will now engage in identifying property repairs that are needed immediately upon vacancy determination.

All properties are now being considered for repairs at the point of vacancy. A new Agent task and a new Repair Checklist have been created to monitor and track all repair decisions. Any recommendation by the Agent and Asset Manager to not complete repairs must be reviewed and approved by management.

New Agent Task: Provide Repair Review Task

- The agent will have 48 hours to complete this task.
- This task is a required task that will generate as part of the Vacant Possession Sub-process.
- The task will automatically generate for the Agent when occupancy is determined.
- This task will generate upon completion of the Vacant Possession (Vacant Possession task and is completed by the system when the agent indicates property is vacant OR when the Eviction Completed task is completed whether a personal property eviction or regular eviction).
- The Agent will complete a Repair Checklist that is embedded within the task and gather photos so a review for repairs can take place with the Asset Manager.
- The Agent will attach the completed checklist within the task.
- When this task is completed the Repair Decision Task will immediately fire for the Asset Manager.



2.

Chrisley Asset management/ Freddie Mac
MARC LEVINE (Asset Manager)
Phone # 1-678-954-8744
Project: First Look Initiative
Date: Ongoing

We have many listings that we help to coordinate repairs on and are a part of the First Look Initiative through Freddie Mac.

First Look Initiative supports Freddie Mac's mission to stabilize communities and support housing recovery through the creation of affordable home ownership opportunities.

This on-going initiative offers owner occupant homebuyers, second home purchasers, Neighborhood Stabilization Program (NSP) grantees and non-profits engaged in community stabilization efforts the ability to purchase HomeSteps

homes during their initial 15 days of listing without competition from investors.

3.

Angles of Hope.
Project : "Project Mileys House"
01/15/2012

I'm currently working on a charity project to benefit a local family with a 3 year old named Miley. Miley has t-cell lymphoblastic lymphoma , a rare cancer of the blood. The Current home they are in currently has a mold issue that is not healthy for Miley to be in. Chace Properties had a home that was going to be donated to them but we found there was toxic mold and within a matter of a month spread to most of the house and so we had to walk away from that one. We have more than enough people that are ready with their hammers including several of my clients. One investor said that his company would donate all the labor for the roof and I'm sure anything we may need inside. In the meantime I'm putting together an art auction for project Mileys house. I've had a good response within the community and have a lot of local artist support. We hope to find another property we can make a home for Mileys family. We is now working on a full program that would support local Cancer Patients with training on home ownership, foreclosure counseling and possible home ownership opportunities

Main Proposal

- Chace Properties LLC is a licensed Real Estate Brokerage Firm in the city of Jackson. Gena and her team have 13 years of full time experience in facilitating the execution of Real Estate purchases and sales. We successfully Negotiated both sides of a Commercial Short Sale on the former Bullingers Building.. We are currently working with a distressed commercial investment company out of New York on the sale of a many distressed commercial properties all over Michigan. Our team Has successfully sold many Commercial properties all over Jackson County and throughout Michigan such as , Lakeland Hills Golf Course , Key Largo, Aquatic Center in Mason, Bone Island Grill, Dentist office in Utica, McThirsty's and 21 units in Albion MI and many more.
- 425 homes closed (MLS Statistics attached) (\$19,516,438)
- 326 Foreclosures sold (\$12,196,416) (MLS Statistics attached) pages 16-23
- 41 Sales in Leoni Township NSP3 area. (last 5 years) \$ 2,113,125 dollar volume sold pages 23-24
- 95% BPO Turn Time <24 Hours
- 97% Sales Price to List Price
- 62 DOM – List to Closed
- 100+ Annual Sales
- 70% Owner Occupant Success
- 98%+ < 2 Hour Occupancy Check
- 11 current listings and 3 in Leoni Township (as of 02/10/2012)



Outline of plan to address scope of work

The best course of action and scope of work

- Review the existing MLS inventory, LoopNet and costar to identify the current Market prices .
- Set up an automatic notification for newly listed properties Ln. MLS.
- All Commercial Properties are listed on commercial website LoopNet and costar.
- Make contact with all local Realtors to inform them on any new listings so that we can work efficiently together.
- Reach out to asset management and servicing companies (I have an up to date list of over 400 banks, asset managers, Outreach Managers, REO Recovery Asset managers, program specialist, and VP's of all the Major lenders handling foreclosures locally and nationally ready to utilize.)
- Provide block by block property indexing if needed.
- With 13 years of experience in distressed properties I can provide accurate information from Marshall and Swift's online resource on the average repair price for the local area to assist with the decision making process. I have had visual lead base assessment training from the department of veterans affairs, Loss mitigation certification from titanium solutions, defective drywall assessment from fannies mae and am up to date on the types and strains of mold colonies that are harmful to humans so we can determine which properties are best-suited for rehabilitation vs. demolition
- We Cooperate fully with listing agents and would like to implement a training program educate them about what the process will entail.
- We currently are using the resent platform to monitor and handle and monitor all components of our real estate transactions.

RES.NET has released its interactive Message Center. The RES.NET Message Center can be utilized by the Listing Agent to communicate with all parties of a transaction. As and AMP Agent I have direct access to Short Sale Coordinators, Buyer's Agents and both the Buyers and the Homeowners. Your contacts will auto populate, along with your property location.



- We are currently working on getting “green certified” RESNET Accreditation & Certification through (RESNET) Residential Energy Services Network, an industry non-profit membership corporation. It is the organization that sets the national standards by which building energy performance is measured and certified. RESNET Accreditation & Certification (RESNET) standards are widely recognized by organizations including the Department of Energy, the Environmental Protection Agency and the mortgage industry, A RESNET accreditation gives credibility in the energy audits and home improvement industry.
- We will provide and host marketing events, tours, website virtual tours, flyers/brochures, Facebook & twitter pages, open houses and/or any other means of increasing interest in the properties.
Coordinate all marketing material with prior to release. Review the existing real estate market, and inventory, and provide an accurate
- assessment for the decision making process to determine which properties are best-suited for
- acquisition and marketable Provide a competitive market analysis for each property that will assist in pricing the property accordingly.
- All properties will have visible signage placed on property . We use buyer web-marketing technology including LoopNet, Costar, Zillow, Yahoo, listhub, Homes.com, Facebook, Realtor.com, QuickHome, listhub, gohoming, and Trulia, as have proficiency with LPS, Equator, iagent and ResNet foreclosure platforms. .
- We will also provide weekly inspection reports with time stamped pictures and Provide monthly marketing activity reports.
- We closely Monitor the progress of the purchase and sales transaction, including satisfaction of all contingencies and conditions during the entire transaction. We will ensure that your taken care of in a professional and timely manner.



Pricing proposal

- Willing to negotiate commissions with Jackson County Based on the scope of work.

Conflict of Interest – NA

Chace Properties is A WBE certified company through WBENC.





THANK YOU!



Outline of Scope of Services, & 6) Fee Structure & Payment. The vendors in order of qualifications, as rated by the Facilities Director and I, were:

- | | | |
|----|-----------------|--------------------------------|
| 1. | John Latessa, | CBRE, Inc |
| 2. | Lynn Sajdak | Howard Hanna/Surovell Realtors |
| 3. | Gena Foster | Chace Properties, LLC |
| 4. | Ronald Meagher | Meagher Real Estate |
| 5. | Nathan LeZebnik | Howard Hanna/Surovell Realtors |

B. We believe CBRE, Inc. brings much more to the table in terms of their depth of resources such as marketing strategy, along with their national and international presence. Ric Scheele and I met with representatives from CBRE, Inc. to question their proposal.

1. CBRE represents a number of commercial properties in Jackson and have been active in our area for over the past fifteen years. They are familiar with this market, both in sales and lease. They believe they have a great platform to move our properties.
2. CBRE is a publicly traded, international Fortune 500 company headquartered in Los Angeles, California. As a large organization they can draw from a huge amount of resources, client base and connections both nationally and internationally.
3. The other vendors have similar experience with local commercial properties, but most of their work is with residential, whereas CBRE handles only commercial properties. We believe it's this specialized application that sets CBRE apart from the others.
4. CBRE's strategy is to research the property and speak with local organizations such as the Chamber of Commerce and townships to ascertain the best and highest use for the property. Once the potential uses have been identified, they use their vast resources to go out and approach potential buyers. Their methodology is to not rely on real estate listings to be seen by others, although they do maintain an easy to use on line searchable inventory.
5. CBRE works for a 6% fee due at closing, which was much lower than the other vendors.
6. Despite their size, CBRE believes that their clients get individual attention and great service. They are more than just brokers; they provide potential buyers with project management services, move management, space planning, and interior build-out services. These services may not be needed, but they sometimes make the deal.

7. The agreement with the County would be for one year with a built in renewal and the opportunity to opt out after the first year.
- C. We believe Lynn Sajdak would be a good fit to handle some of the properties that will most likely come from local buyers in Jackson or from the region. Ric Scheele and I met with Lynn to go over his proposal.
1. Mr. Sajdak has worked in the real estate industry for over 35 years and has completed over 100 sales in the past two years.
 2. Mr. Sajdak has a personal guarantee that if he is not performing as he indicated he would, the client can terminate the agreement by written notification if he has not resolved the issue within 48 hours.
 3. Most of Mr. Sajdak's work is in residential, however has also had many successful commercial projects in Jackson County.
 4. Lynn Sadjak has agreed to work for a 7% fee due at closing.
 5. The agreement with the County would be for one year with a built in renewal and the opportunity to opt out after the first year.
- D. The Administrator/Controller's Office recommends awarding Real Estate Services contracts to both CBRE and Lynn Sajdak of Howard Hanna Realty. We intend for Mr. Sadjak to handle the Jefferson Road Property and for CBRE to handle the Blackstone, Woolworth, and Riverwalk properties. Other real estate needs afterwards would be assigned to the best fit for the project.

III. Analysis

- A. **Strategic** – The Board of Commissioners have expressed their desire to sell unused properties to support the strategic activities of the County of Jackson.
- B. **Financial** – There will not be any payment to CBRE or Howard Hanna until closing, at which time they will be paid according to the percentages previously stated.
- C. **Policy** – This selection process has followed the Board's process for selecting vendors of professional services according to County Policy 2030.
- D. **Timing** – We would like to move these properties as soon as possible.

IV. Recommendation

The County Administrators Office recommends that the Personnel & Finance Committee and the Board of Commissioners approve a contract between Jackson County and CBRE, Inc. and a contract

January 25, 2013

Real Estate Services

between Jackson County and Lynn Sajdak of Howard Hanna Realty for 3 years to market and sell certain county properties.

Attachments:

John Latessa Jr. Proposal
Ronald Meagher Proposal
Gena Foster Proposal
Lynn Sajdak Proposal
Nathan LeZebnik Proposal

RFQ Real Estate Services

**Request for Proposal Submission
for Commercial Real Estate Brokerage Services Submission
County of Jackson, Michigan**



Fax: 248-353-8134

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the Undersigned offers and agrees to furnish the goods/services described herein in accordance with the attached signed proposal as mutually agreed upon by subsequent negotiation.

Signature _____



A PROPOSAL FOR

**COMMERCIAL REAL ESTATE
BROKERAGE SERVICES**

Submitted to:

COUNTY OF JACKSON, MICHIGAN

September 28, 2012

Prepared by:

CBRE, INC.

Myrna Burroughs
2000 Town Center, Suite 500
Southfield, MI 48075
248.351.2028
myrna.burroughs@cbre.com

CBRE

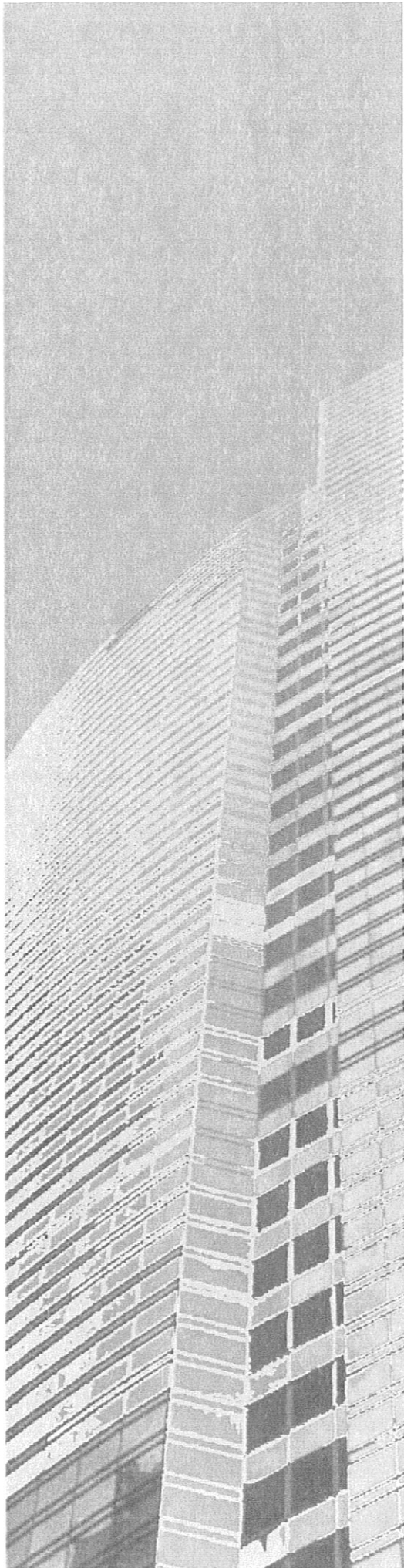


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COUNTY OF JACKSON, MICHIGAN

1. Statement of Individual Qualifications
2. Statement of Organization Qualifications
3. Examples of sales of similar properties
4. Description of our strategy to market properties
5. Outline of the scope of our services
6. Fee structure, amount, and time of payment
7. RFQ

CBRE



1 |

Statement of Individual Qualifications

Section 1: Statement of Individual Qualifications



JOHN A. LATESSA, JR.

Senior Managing Director

T: 248.351.2081

F: 248.353.8134

john.latessa@cbre.com

PROFESSIONAL EXPERIENCE

John A. Latessa, Jr. is a Senior Managing Director with CBRE, Inc. He is responsible for leading over 600 professionals and directly managing all service lines of the company's Michigan operations as well as executive oversight of all Ohio region operations; Columbus, Cleveland and Cincinnati. CBRE is both Michigan and Ohio's largest full service commercial real estate services firm providing a vast spectrum of value added services to investors, developers, and occupiers. Service lines include brokerage, tenant representation, investment property sales, asset services/property management, mortgage origination, project/construction management, valuation and advisory services.

Mr. Latessa has extensive experience in real estate acquisitions, leasing, construction, financing, dispositions and building operations management. Prior to joining CBRE, Mr. Latessa was a Principal/Managing Director of JFK Investment Company, L.L.C. and a Project Manager/Director of Marketing with Hines Interest Limited Partnership ("Hines"). His past responsibilities include office, retail, hotel and strategic land and building acquisitions, development, leasing and new business procurement for the region. Preceding Hines, Mr. Latessa was the manager of corporate real estate for Kelly Services, Inc. and was responsible for a portfolio in excess of six million square feet. Additionally, Mr. Latessa worked as a broker for Grubb & Ellis specializing in the acquisition, disposition and leasing of office and industrial properties.

CREDENTIALS

PROFESSIONAL AFFILIATIONS / ACCREDITATIONS

- Member - Urban Land Institute
- Member - International Council of Shopping Centers
- Member - CoreNet Global, Former Programs Committee Chairman
- Certified Commercial Investment Manager (CCIM), Candidate
- Certified Property Manager (CPM), Candidate

ACHIEVEMENTS

- Acquisitions - Acquired over \$410 Million Office, Industrial and Retail Assets
- Brokerage - Completed over 910 lease transactions with an approximate value of \$735 Million dollars
- Development - Developed Industrial, Retail and Hotel projects
- Financing - Financed, both debt and equity, over 15 transactions with an aggregate value of \$320 Million
- Property Management - Managed portfolio's of Office, Industrial and Retail Assets in excess of 7.2 million square feet
- CBRE 2011 Asset Services Recognition Award for Premier Property Win – Renaissance Center

EDUCATION

- Bachelor of Business Administration, Michigan State University
- Master of Business Administration, Wayne State University

Section 1: Statement of Individual Qualifications



STEPHEN M. KURTZ

Vice President

T: 248.351.2001

F: 248.353.8134

stephen.kurtz@cbre.com

CLIENTS REPRESENTED

- Pet Incorporated
- Burroughs Corporation
- Textron
- Tenneco
- General Motors
- General Electric
- Monsanto
- Masco Industries
- Asian Seiki Co., Ltd. (Japan)
- Beaumont Hospitals
- DuPont
- Dow Corning
- Smith Klein Labs
- Ferndale Laboratories
- United Technologies
- Upjohn
- Stanley Works
- GTE
- Creative Industries
- Tessco Engineering (Japan)
- ANR
- General Dynamics
- Augat Altair
- Collins & Aikman
- Simpson Industries
- Rickett Benkiser
- UNOVA
- Tower Automotive
- Cooper Industries
- Westinghouse
- Ford Motor Company
- Georgia Paci

PROFESSIONAL EXPERIENCE

Since joining CBRE, Inc., formerly CB Commercial Real Estate Group, in April 1986, Mr. Kurtz ranked among the Top 5 producers in the office. He has sold or leased more than 15,000,000 square feet, and sold more than 1,100 acres of industrial land. He is a First Vice President with CBRE's Special Properties Group.

SIGNIFICANT SALE AND LEASE ASSIGNMENTS

Client	Value	SF
■ Westinghouse, Pensacola, FL	\$15,000,000	421,000
■ Good Year, Jackson	\$10,000,000	441,000
■ Ford, Mt. Clemens	\$ 7,500,000	595,000
■ Eaton Transmission, Kalamazoo	\$6,000,000	656,000
■ Northern Telecom, Ann Arbor	\$5,500,000	226,500
■ Orbital Engine, Raisin Township	\$4,150,000	332,500
■ Fruehauf Corporation, Milan	\$2,250,000	348,600
■ Wyman-Gordon, Jackson	\$2,200,000	292,800
■ Champion Spark Plug, Detroit	\$2,000,000	455,000
■ Addison Products, Addison	\$1,050,000	241,000
■ Torin Manufacturing, Kalamazoo	\$900,000	255,000
■ Johnson Controls, Owosso	\$800,000	227,000

ACHIEVEMENTS

- Brokerage Manager, Real Estate Division of Proctor Homer, Warren (Detroit area mortgage banking/real estate and Property Management Company, serving the Detroit area since 1886) from April 1978 to April 1986
- Started real estate career in 1975

EDUCATION

- Real Estate Law I & II
- Office Leasing
- Negotiating Contracts
- Marketing Real Estate
- Real Estate Appraisals
- CB Commercial/Center for Professional Education, Class of 1995
- CB Richard Ellis/University of Southern California – Marshall School of Business, Class of 2000

Section 1: Statement of Individual Qualifications



MICHAEL B. MCSHEA
Executive Vice President
michael.mcshea@cbre.com
T: 202.585.5775
C: 202.669.2580

**ROLE: PUBLIC SECTOR
STRATEGIES/DEVELOPMENT
ADVISORY**

REPRESENTATIVE CLIENTS:

- City of Indianapolis
- City of Reno
- City of Sacramento
- City of San Diego
- City of Tulsa
- Cuyahoga County
- District of Columbia
- Fairfax County
- Marin County
- State of Alabama
- State of Florida
- State of Michigan
- State of New York

Michael B. McShea, Executive Vice President, is a co-leader of CBRE's state and local government practice. Mr. McShea provides development advisory, strategic planning, brokerage and other associated real estate services to government entities, education institutions and corporations nationwide.

Mr. McShea manages some of the nation's most significant government and education projects and portfolios. He was responsible for the oversight of a contract with the Government of the District of Columbia, involving the restructuring of over 1 MSF of municipal space under the auspices of the congressionally established Financial Control Board.

He has provided development consulting services for the College of William & Mary, Alexandria City Public School System, American Frontier Culture Museum, James F. Oyster School, National Institutes of Health, John Hopkins Applied Research Laboratory and the University of Cincinnati. He is currently advising the City of Indianapolis on the redevelopment of a city block in one of its strongest retail corridors through a public-private partnership between the City and a developer. He and the CBRE team developed the RFP, solicited proposals, vetted qualified developers and are now in negotiations with the selected developer.

Mr. McShea has developed strategic plans for the several government entities including, most recently, the City of Reno, and the states of Maryland and Michigan. He has implemented strategic real estate plans for the City of New York, as well as the states of Alabama, Arizona, Colorado and Pennsylvania. Mr. McShea also led the renegotiation of government centers in Tallahassee, Florida encompassing 1.5 M SF of leased space at a savings to the State of over \$60 million.

EDUCATION

Mr. McShea received his Bachelor of Science degree in Business and Management from the University of Maryland.

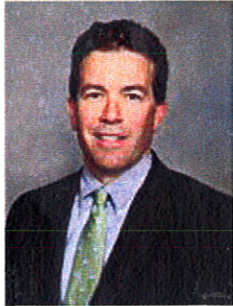
INDUSTRY RECOGNITION / SCHOLARSHIP

He has been a guest lecturer on various topics involving corporate, municipal and educational real estate including the National Association of College & University Business Officers (NACUBO), National Association of State Facility Administrators (NASFA), American Institute of Architects, California Association for Local Economic Develop and the Keenan Flagler Business School at the University of North Carolina Chapel Hill.

AWARDS

- United States Conference of Mayors Outstanding Achievement in Public Private Partnership, City of Tulsa, City Hall Acquisition
- National Association of State Facility Administrators Outstanding Achievement Award, Portfolio Management with the State of Michigan
- Washington Business Journal Best Office Lease and Best Residential Development Transaction

Section 1: Statement of Individual Qualifications



PETER C. LARKIN

Executive Vice President

Peter.larkin@cbre.com

T: 202.585.5774

F: 202.783.1723

ROLE: PROJECT MANAGER

UNIVERSITY CLIENTS

- Catholic University
- Gallaudet University
- George Washington University
- The University of the District of Columbia

PUBLIC SECTOR CLIENTS

- City of Seattle
- City of New York
- City of Miami
- Government of the District of Columbia
- State of Arizona
- State of Colorado
- State of Connecticut
- State of Florida
- State of Maryland
- State of Michigan
- State of New York
- The Smithsonian Institution
- US General Services Administration

Peter C. Larkin is an Executive Vice President and national leader of CBRE's Public Institutions and Education Solution Team. Mr. Larkin's concentration is providing real estate services to states, cities, counties, and colleges and universities across the country.

Mr. Larkin joins CBRE with over 27 years experience in providing a wide range of real estate services and products. Mr. Larkin's professional focus includes development advisory, developing and implementing strategic plans and negotiating transactions for a wide range of real estate assets, including stable cash flow properties, ground lease positions, underutilized facilities, undeveloped land parcels, and urban development/repositioning projects.

Mr. Larkin has led teams that have provided development advisory services to: George Washington University (Square 54 redevelopment), the City of Seattle (redevelopment of the Public Safety Building block), the City of Miami (redevelopment of the Knight Convention Center), and the US Government Printing Office (redevelopment of the GPO site in Washington DC).

Mr. Larkin led the team that secured the first location of the University of the District of Columbia's new community college, the CCDC. He also co-leads the team that is managing the first enterprise real estate advisory and transaction contract for the State of Maryland.

Earlier in his career, Mr. Larkin worked at The Staubach Company and at LaSalle Partners. While at Staubach, Mr. Larkin co-founded the Education and Municipal Services group and provided transaction services to 12 states and many cities and counties across the country.

While at LaSalle Partners his signature project was senior leadership in the redevelopment of Union Station in Washington, DC. As one of the key individuals behind the redevelopment, Mr. Larkin was responsible for guiding the project through the last 12 months of redevelopment and transitioning the station to a fully functioning, successful transportation and retail center.

EDUCATION

Mr. Larkin received his MBA from the Amos Tuck School of Dartmouth College, and a Bachelors degree in Liberal Arts from Tufts

Section 1: Statement of Individual Qualifications



MYRNA BURROUGHS

Senior Associate

T: 248.351.2028

F: 248.353.8134

M: 313.980.7325

myrna.burroughs@cbre.com

CLIENTS REPRESENTED

- 400 Monroe Associates
- ARC – Detroit
- The Children's Center
- El Paso Corporation
- First National Bank of America
- General Services Administration
- Heico Realty Capital
- Huntington Bank
- Inflexion Communications
- Insituform Technologies
- JP Morgan Chase
- National Heritage Academies
- Nationwide Insurance
- Red Cross
- Rite Aid
- Sapient Corporation
- Sara Lee Bakery Group
- Shell Oil
- State of Michigan
- The Stroh Companies
- United Way
- Washington Mutual Bank

PROFESSIONAL EXPERIENCE

Myrna Burroughs is currently a senior associate in the Detroit office of CBRE. Since 1997 she has specialized in real estate in Southeast Michigan, with a focus on the urban areas of Detroit, Pontiac and Flint. Ms. Burroughs is optimistic about the area's revival and she works hard to bring new companies and organizations to Southeast Michigan. Before going into real estate, Ms. Burroughs spent 15 years in various sales and marketing positions. Along with a superior customer service philosophy, Ms. Burroughs brings an in-depth, creative marketing approach to sales and leasing opportunities.

SIGNIFICANT ASSIGNMENTS

Assignment		Total Size
■ Chase Tower, Detroit	Sale	548,000 SF
■ Stroh River Place, Detroit	Lease	502,000 SF
■ 1420 Washington Blvd., Detroit	Lease	60,000 SF
■ 15135 Hamilton, Highland Park	Sale	80,000 SF
■ 4847 Woodward, Detroit	Sale	20,000 SF
■ Livernois Square, Detroit	Lease	37,000 SF
■ Pontiac Silverdome, Pontiac	Sale	127.5 AC
■ 1212 Griswold, Detroit	Sale	108,000 SF
■ Internal Revenue Service, Detroit	Lease	81,000 SF

ACHIEVEMENTS

- Ms. Burroughs has received three "Spirit of Detroit" Awards from Detroit's City Council for her efforts to make the city a safe place to live and work.
- The U.S. Department of Commerce presented Ms. Burroughs with a special recognition award for developing a local business support program, which culminated in a meeting with the Commerce Secretary in Washington, D.C. to facilitate national expansion of the program.
- Ms. Burroughs is a member of the CBRE African-American Network Group and the Women's Network Forum, national groups of professionals located in CBRE offices throughout the United States. The main objectives of the groups include sharing information in efforts to increase multi-market business opportunities, and pursuing companies with established diversity practices as potential new collaborators and clients.

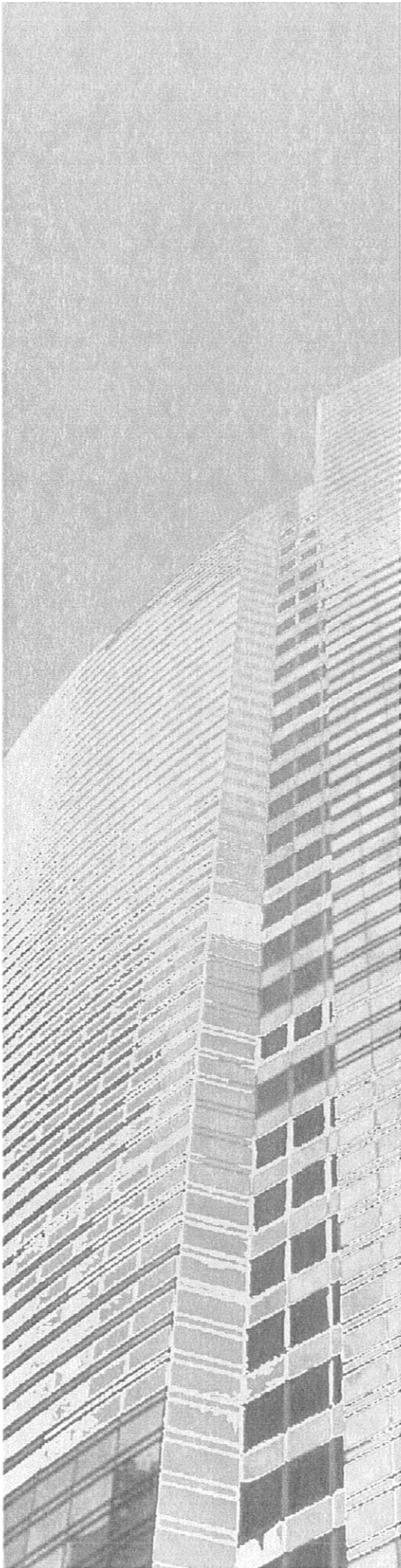
EDUCATION

Ms. Burroughs earned a Bachelor of Arts in Japanese Language and Literature, and a Master of Science in International Business and Marketing from San Francisco State University, CA. She has completed three CCIM (Certified Commercial Investment Manager) courses in commercial real estate investments, financial management and user decision analysis.

BOARD MEMBER

Metropolitan Growth and Development Corporation
Crossroads of Michigan





2 |

Statement of Organization Qualifications

Section 2: Statement of Organizational Qualifications

PUBLIC SECTOR EXPERIENCE

CBRE is the national leader in representing public sector entities. CBRE's Public Institutions and Education Solutions group (PIES) is a national division of the company with that works to formulate and implement real estate strategies on behalf of federal, state, county, city and educational institutions. PIES is comprised of professionals with specialized government expertise who deliver the full spectrum of our real estate services. We have been nationally recognized for our creative solutions that satisfy the many stakeholders with interests in public-sector real estate. **Our specialty practice areas include alternative financing for public projects, strategic planning and portfolio optimization and public-private partnerships.**

We face many of the same challenges from one public-sector client to the next. The top challenges include: resistance to change, lack of standardized data across agencies, and getting the support necessary from multiple stakeholders who sometimes have competing interests.

The strategies we deploy to overcome these challenges include making fiscally responsible, logical recommendations that align interests (e.g. reducing expenses), ensuring communication occurs early and often, consensus building and educating stakeholders, and delivering creative solutions that offer flexibility and options. We are committed to providing the best real estate information and solutions to our clients.

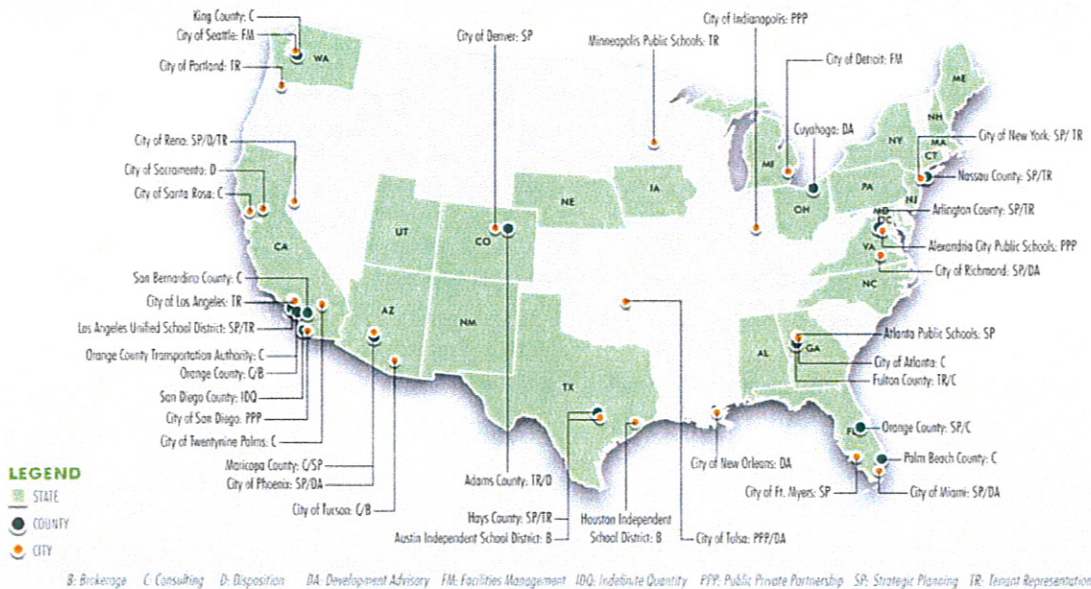
We have included our partial client list at the State level to demonstrate our experience and qualifications from a national perspective.

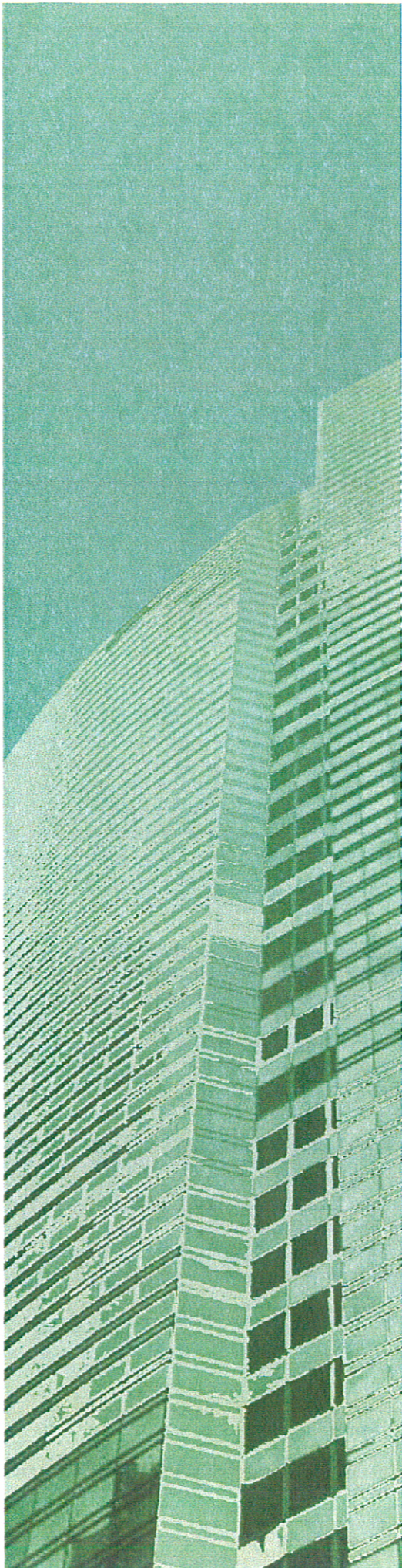
CBRE STATE AND LOCAL GOVERNMENT PARTIAL CLIENT LIST

CBRE provides state and local government entities with comprehensive real estate solutions. The map below shows the entities with which we maintain current contracts or have had recent experience.

STATES

- Alabama: TR
- Arizona: SP/TR
- California: TR
- Colorado: SP/TR
- Connecticut: C
- Florida: SP/RA
- Georgia: SP
- Hawaii: D
- Iowa: C
- Maine: D
- Maryland: SP/TR/DA/D
- Massachusetts: TR/C, C/B (for DOT)
- Michigan: SP/TR
- Nebraska: TR
- New Hampshire: D
- New Jersey: SP/C
- New Mexico: D
- New York: TR
- North Carolina: SP/TR
- Ohio: FM
- Pennsylvania: SP/TR
- Texas: IDQ
- Utah: IDQ (for DOT)
- Virginia: TR
- Washington: TR
- Wash. D.C.: SP/TR/DA





3 |

Examples of sales of similar properties

SPECIAL
PROPERTIES
GROUP

2400 E. GANSON STREET

JACKSON, MICHIGAN

FOR SALE

214,727 SF

LOCATION MAP



FOR MORE
INFORMATION
PLEASE
CONTACT

FEATURES

Building Size:	214,727 SF
Office Size:	40,309 SF
Lot Size:	Approximately 7 acres
Construction:	Wood
Roof:	Newer roof, built-up tar and gravel
Ceiling Height:	10' - 14'
Power:	460 volt, 2000 amp, 1 & 2 phase
Lighting:	Fluorescent
Grad Level Doors:	1
Dock Doors:	2
Truckwells:	2
Floors Load:	4000 lbs.
Sprinklers:	Yes
Zoning:	Industrial
Parking:	300 spaces

Stephen M. Kurtz

First Vice President
248.351.2001
stephen.kurtz@cbre.com

CB Richard Ellis | 2000 Town Center | Suite 500 | Southfield, MI 48075 | www.cbre.com/detroit

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INDUSTRIAL – For Sale



CBRE

CB RICHARD ELLIS

2000 Town Center, Suite 500

Southfield, MI 48075

P 248.353.5400

F 248.353.8134

www.cbre.com

2400 E. Ganson Street

Address

Jackson

City

Jackson

County

Industrial

Zoning

214,727 SF

Total Building Size

Possible

Divisible: Min/Max

\$1,100,000 / \$5.12 SF

Sale Price/ Price Per SF

Approximately \$30,000

Taxes

LAND & STRUCTURES

Year Built: 1905 - 1960

Total Available: 214,727 SF

Available Office: 40,309 SF

Available Shop: 174,418 SF

2nd Story Office: Yes

Divisible: Possible

Acreage: 7± acres

Construction: Wood

Bay Sizes: Various

Roof: Newer, built-up tar and gravel

Floors load: 4,000 lbs.

Ceiling Height: 10' - 14'

Parking: 300 spaces

HVAC: Low pressure boiler / 100% air conditioned

Power: 480 volt, 2000 amp, 1 & 2 phase

Security System: No

Lighting: Fluorescent

Restrooms: 20; (9) men's, (9) women; 1 unisex; (1) executive

Grade Level Doors: 1

Docks: 2

Truckwells: 2

Rail: No

Cranes: No

Sprinklers: Yes

Elevators: 3

COMMENTS:

- Clean electronics manufacturing facility
- Newer roof, built-up tar and gravel
- 80% of structure wood construction

CONTACT INFORMATION:

Stephen M. Kurtz

248.351.2001

stephen.kurtz@cbre.com

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546 MECHANIC STREET

JACKSON, MICHIGAN

SPECIAL PROPERTIES GROUP

AVAILABLE
35,000 SF



For information, contact:

Stephen M. Kurtz

T 248.351.2001

stephen.kurtz@cbre.com

CB Richard Ellis

2000 Town Center, Suite 500

Southfield, Michigan 48075

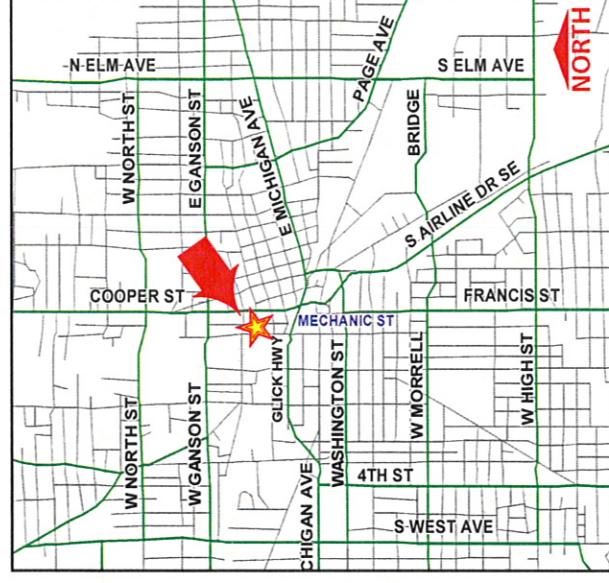
T 248.353.5400

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Building Size: 35,000 Sq. Ft.
Office Size: 4,000 Sq. Ft.
Year Built: 1992
Lot Size: 1.56 Acres
Construction: Block & Steel
Ceiling Height: 20'

Bays: 90'
Power: 480Volt/1,000Amp/3Phase
Truck Loading: (5) Grade Level Doors
(1) Truckwell
Lighting: Metal Halide
Heat: Gas
Parking: 20 Spaces



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INDUSTRIAL – FOR SALE

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F 248.353.8134
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546 N. Mechanic Street
Address

Jackson
City

Jackson
County

Light Industrial
Zoning

35,000 SF
Total Building Size

No
Divisible: Min/Max

\$425,000 or \$12.14/PSF
Sale Price

\$19,621.99 or \$0.56/PSF
Taxes

LAND & STRUCTURES

Year Built: 1992
Total Available: 35,000 Sq. Ft.
Available Office: 4,000 Sq. Ft.
Available Shop: 31,000 Sq. Ft.
2nd Story Office: Yes
Divisible: Yes
Acreage: 1.56
Construction: Steel and Block
Bay Sizes: 90'
Roof: Steel
Floors: Concrete
Floor Drains: Yes, trench drains
Ceiling Height: 20'

Parking: 20 Spaces
HVAC: Gas
Power: 480Volt/1,000Amp/3 Phase
Security System: No
Lighting: Metal Halide
Restrooms: Office
Grade Level Doors: Five (5)
Truckwells / Docks: One (1)
Rail: No
Cranes: No
Sprinklers: No
Elevator: No

COMMENTS:

- Class A offices
- Clean warehouse buildings for manufacturing or vehicle parking
- Drive-thru bays with trench floor drains
- Limited parking
- 5% commission to co-op broker

CONTACT INFORMATION:

Stephen M. Kurtz
248.351.2001
stephen.kurtz@cbre.com

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Available

Multi-Purpose Steel Warehouse



120,203 Total Building Square Feet

For additional information, please contact:

Stephen M. Kurtz

First Vice President

248.351.2001

skurtz@cbre.com

1150 Elm Avenue • Jackson, Michigan

SPECIFICATIONS

Total Available Space:	120,023	Square Feet
Warehouse Size:	112,837	Square Feet
Office Size:	7,366	Square Feet
Acres:	12.768	
Construction:	Brick, Block & Steel	
Ceiling Height:	26' - 28'	
Cranes:	(6) 10 to 30 Ton	
Zoning:	Industrial	
Parking:	116 Cars	
Sale Price:	\$2,695,000	



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NAVIGATING A NEW WORLD™

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BROKERAGE SERVICES • TRANSACTIONS SERVICES • CONSULTING AND RESEARCH

AVAILABLE
70,075 SF



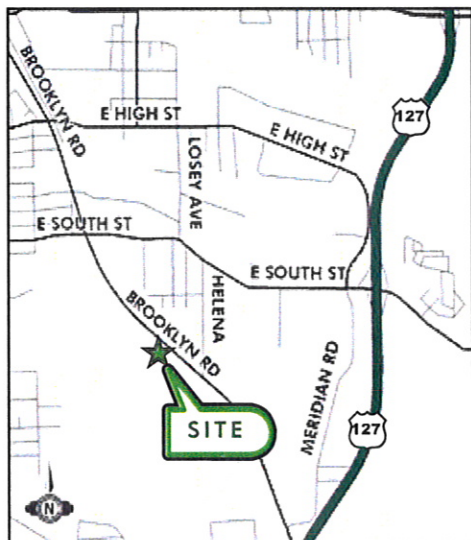
2330 BROOKLYN ROAD

JACKSON, MICHIGAN

SPECIAL PROPERTIES GROUP

70,075 SF
AVAILABLE

LOCATION MAP



FOR MORE
INFORMATION
PLEASE
CONTACT

FEATURES

Building Size:	70,075 sq. ft.
Office Size:	3,200 sq. ft.
Lot Size:	30 acres
Construction:	Steel
Ceiling Height:	16'
Bays:	68' - 70' - 25'
Power:	1,200 amp, 480 volt, 3 phase
Floors:	6"
Grade Level Door:	(2) interior truckwells
Docks:	(2) grade level doors
Lighting:	Mercury vapor
Zoning:	I-1 Industrial
Parking:	50 spaces
Lease Rate:	\$2.45 gross

Stephen M. Kurtz
First Vice President
Special Properties Group
248.351.2001
stephen.kurtz@cbre.com

CB Richard Ellis | 2000 Town Center | Suite 500 | Southfield, MI 48075 | www.cbre.com/detroit

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INDUSTRIAL – FOR LEASE

CBRE

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F 248.353.8134

www.cbre.com

2330 Brooklyn Road

Address

Jackson

City

Jackson

County

I-1

Zoning

70,075 sq. ft.

Total Building Size

No

Divisible: Min/Max

\$2.45 Gross

Lease Rate

Approx. \$0.25 sq. ft.

Taxes

LAND & STRUCTURES

Year Built:**Total Available:** 70,075 sq. ft.**Available Office:** 3,200 sq. ft.**Available Shop:** 66,875 sq. ft.**2nd Story Office:** No**Divisible:** No**Acreage:** 30 acres**Construction:** Steel**Bay Sizes:** 60', 70' and 25'**Roof:** Steel**Floors:** 6"**Floor Drains:** None**Ceiling Height:** 16'**Parking:**

50 spaces

HVAC:

Gas

Power:

1,200 amp, 480 volt, 3 phase

Security System:

Yes

Lighting:

Mercury Vapor

Restrooms:

2 office; 2 shop

Grade Level Doors:

Two; 12' x 12' & 12' x 14'

Truckwells / Docks:

Two

Rail:

No

Cranes:

No

Sprinklers:

No

Elevator:

No

COMMENTS:

- Land to expand building.

CONTACT INFORMATION:

Stephen M. Kurtz

248.351.2001

stephen.kurtz@cbre.com

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**AVAILABLE
209,000 SF**

2400 E. SOUTH STREET

JACKSON :: MICHIGAN

SPECIAL PROPERTIES GROUP



LOCATION MAP



**FOR MORE
INFORMATION
PLEASE
CONTACT**

FEATURES:

Building size:	209,000 sq. ft.
Office:	28,000 sq. ft.
Year built:	1965
Lot size:	24.4 Acres
Construction:	Brick, block, and steel
Ceiling height:	14'
Bays:	40'
Rail:	No
Power:	60,000 kv
Grade level doors:	Three
Docks:	Four
Lighting:	Metal Halide
Heat:	Gas
Parking:	250 cars
Zoning:	Industrial

Stephen M. Kurtz
First Vice President
248.351.2001
stephen.kurtz@cbre.com

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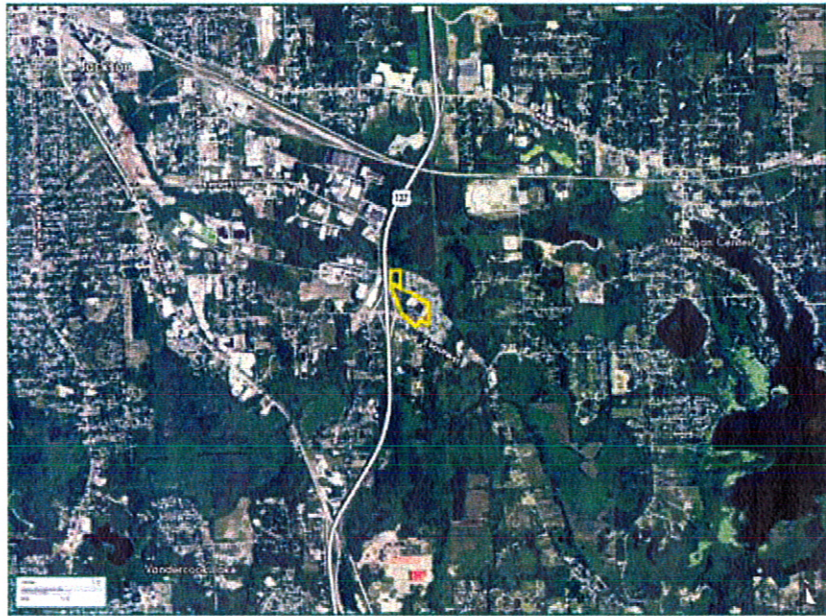
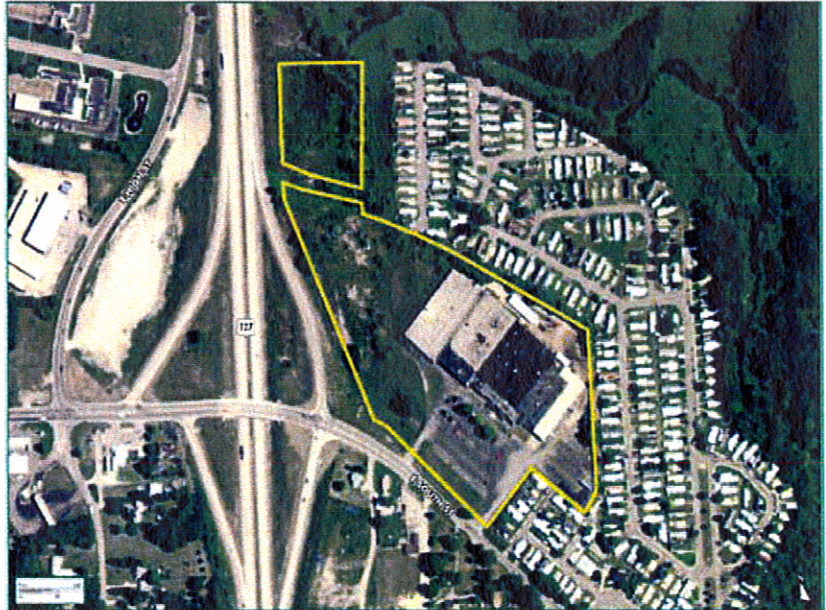
AVAILABLE
209,000 SF

2400 E. SOUTH STREET

JACKSON :: MICHIGAN

SPECIAL PROPERTIES GROUP

AERIAL VIEWS



FOR MORE
INFORMATION
PLEASE
CONTACT

Stephen M. Kurtz
First Vice President
248.351.2001
stephen.kurtz@cbre.com

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INDUSTRIAL – For Sale

CBRE
CB RICHARD ELLIS



2400 E. South Street
Address

Jackson
City

Jackson
County

Industrial
Zoning

209,000 SF
Total Building Size

No
Divisible: Min/Max
Total Approx. \$87,640
or \$.42 SF
2007 Taxes

\$650,000 / \$3.11 Per SF
Sale Price

LAND & STRUCTURES

Year Built: 1965
Total Available: 209,000 SF
Available Office: 28,000 SF
Available Shop: 181,000 SF
2nd Story Office: No
Divisible: No
Acreage: 24.4 Acres
Construction: Brick, Block, and Steel
Bay Sizes: 40'
Roof: Tar & Gravel
Floors: 6"
Floor Drains: No
Ceiling Height: 14'

Parking: 250 cars
HVAC: Gas
Power: 60,000 KV
Security System: Yes
Lighting: Metal Halide
Restrooms: Men and Women/Shop and Office
Grade Level Doors: Three
Truckwells / Docks: Four
Rail: No
Cranes: No
Sprinklers: No
Elevator: No

COMMENTS:

- Heavy industrial electrical service
- High visibility site on M-127 at South Street
- May have retail application

CONTACT INFORMATION:

Stephen M. Kurtz
248.351.2001
stephen.kurtz@cbre.com

CB RICHARD ELLIS, INC. • LICENSED REAL ESTATE BROKER
2000 TOWN CENTER, SUITE 500, SOUTHFIELD, MICHIGAN 48075 P 248.353.5400 F 248.353.8134 WWW.CBRE.COM

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AVAILABLE
220,000 SF

2400 ENTERPRISE DRIVE

JACKSON :: MICHIGAN

SPECIAL PROPERTIES GROUP

220,000 SF
AVAILABLE



LOCATION MAP



FOR MORE
INFORMATION
PLEASE
CONTACT

FEATURES:

- (4) 110,000 SF units (approx.)
- One story concrete tilt-up construction
- Column spacing - 43'7" x 27'10" (first and last bay 42'11")
- 22' clear
- 500 feet inside rail - Norfolk Southern
- (12) newer dock doors; (1) grade level door
- High efficiency 8' 8-tube fluorescent lighting
- Class C fire sprinkling system throughout
- High hazard (nfp-231 c system) 250 gallon back-up system
- Renaissance Zone - No Personal property Tax and No Michigan Business Tax

Stephen M. Kurtz

First Vice President
Special Properties Group
248.351.2001
stephen.kurtz@cbre.com

CB Richard Ellis | 2000 Town Center | Suite 500 | Southfield, MI 48705 | www.cbre.com/detroit

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INDUSTRIAL – FOR LEASE

\$2.00 SF Gross

Sale Price/Lease Rate

220,000 Square Feet

Available SF



2400 Enterprise Drive, Jackson, MI

Jackson

Address/City

County

\$2.00 SF Gross

Rent/Month

Rent/Sq.Ft./Yr.

Down Payment

6,000 Sq.Ft.

Yes

Norfolk Southern

Yes

Car/Truck /Trailer

Office Area

Divide

Rail

Sprinklers

Parking

12 Dock

1

Grnd.

240/480

v

1,000

A

3

P

22'

Loading Doors

Electrical Power

Min-Max. Truss Height

11 Additional Acres

Industrial

Size & Dimensions

Zoning

Stephen M. Kurtz

Detroit

Salesperson

Office

Date:

#1302

Listing Number

LAND & STRUCTURES

- One story concrete tilt-up construction
- 1,048'11" wide, 420' deep (last 2 bays 42'1")
- 43'7" x 27'10" column spacing
- 22' ceiling height
- Gas forced air heat
- (12) dock doors (10' x 12'), (10' x 10') and (8' x 10')
- 524' inside rail siding (Norfolk Southern Service)
- High hazard fire sprinkling system (NFPA – 231 C system) and 250,000 gallon back-up system
- New high efficiency 8' 8 tube fluorescent lighting
- Newer roof
- Newer dock doors
- 33 acre site, room for expansion

SITE IMPROVEMENTS & UTILITIES

- City water and sewer
- Front truck loading court paved, 138; x 500'
- Expansion of building and truck parking
- Norfolk Southern Rail Service – Peter Fontana 313.323.5273

TERMS & TAX DATA

- For Lease: \$2.00 SF gross
- Renaissance Zone (No Personal Property Tax and no Michigan Business Tax)

COMMENTS

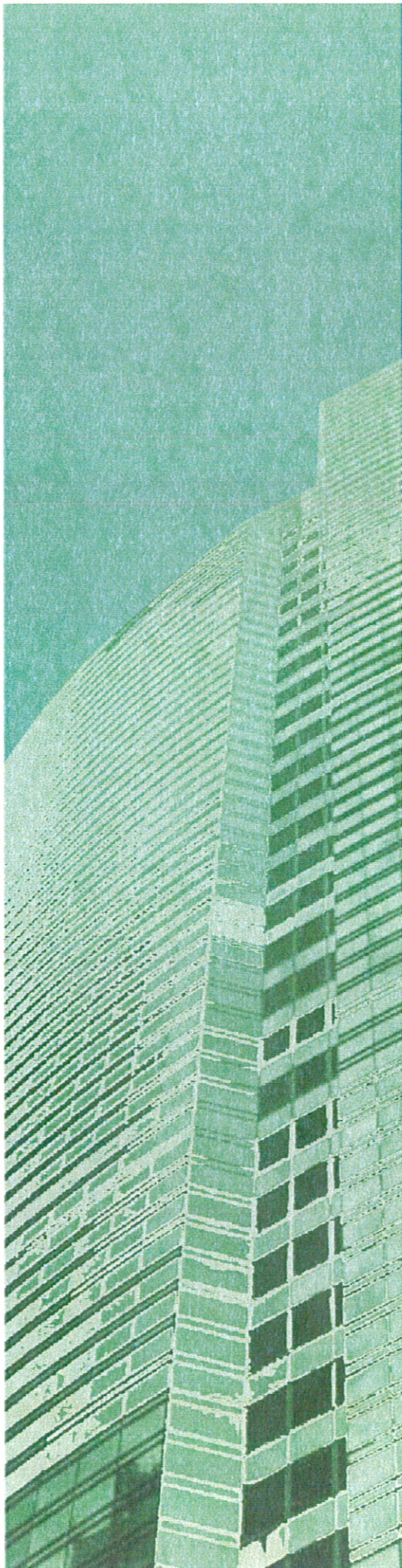
- Located 1 mile from M-127
- 4 miles to I-94 east
- 50 miles to Detroit

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2000 Town Center, Suite 500, Southfield, Michigan 48075

T: 248.353.5400 F: 248.353.8134 www.cbre.com

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4 |

Description of our strategy to market properties

Section 4: Description of Our Strategy to Market Properties

PROJECT UNDERSTANDING

It is the understanding of CBRE that Jackson County is primarily looking for assistance in the disposition or development of its surplus real estate assets. Accordingly, we have structured our approach to this project around these needs.

We propose to deliver two key services to Jackson County: 1) an analysis of all owned properties for consideration of potential disposition, consolidation, or development and 2) execution of transactions.

APPROACH TO PROJECT

CBRE has provided commercial real estate services for dozens of cities, counties and states. In performing these assignments, our professionals routinely complete tasks involving lease negotiation, portfolio management, strategic planning, the evaluation, development, and/or sale of surplus assets, and best practices implementation. CBRE's national Public Institutions group — led by project team members Peter Larkin and Michael McShea — works on behalf of public sector partners across the country, and as a result offers valuable insights into the strategies government entities are employing, as well as the varying degrees of success these strategies have provided. We can help Jackson County navigate the complications associated with having many different stakeholders, the internal politics of bringing in a strategic vendor, and how to interface with the public when selling public assets.

Our goal is to develop and implement a plan that reduces maintenance costs and generates revenue.

Importantly, our team will provide a strategic plan that outlines the highest and best use of each asset, the timing for achieving said use, and a developer/disposition approach tailored to each asset. Our basic process consists of developing a strategic plan and then executing the plan. Below we describe each step in detail.

1) Strategic Planning – Information gathering

- Review Jackson County's overall strategy in a kick-off session
 - Review any existing real estate vision and goals
 - Confirm the scope of work and review schedule
 - Clarify roles and responsibilities and establish communication channels
 - Confirm project deliverables
- Identify appropriate documents/data/information necessary to complete the strategic plan, examining:
 - Existing inventory
 - Organizational charts and reporting structures
 - Standard reports and reporting formats
- Prepare questionnaires and conduct interviews
 - Questionnaires will be issued by the CBRE team to selected staff to clarify real estate objectives
- Help Jackson County develop real estate vision, goals, and priorities
 - The CBRE team will develop with Jackson County a list of preliminary short, medium and long-term goals
 - The scope of the engagement and the timing for project deliverables will be refined.

Section 4: Description of Our Strategy to Market Properties

2) Strategic Planning – Analysis and Recommendations Development

After completing the preliminary steps above, CBRE will commence an in-depth analysis of Jackson County's current real estate portfolio, as it relates to the project objectives, concurrently with a comprehensive market analysis. Specific elements that may be analyzed in our approach include:

■ **For Owned assets:**

- Maintenance costs
- Attractiveness to developers
- Zoning

As a part of its Strategic Plan, CBRE will prioritize—through independent evaluation—Jackson County's real estate for potential cost savings or revenue generation. **Options for disposition methods include joint ventures such as public-private partnerships, direct market, and auctions.**

■ CBRE will submit a plan that will include, among other items:

- A prioritized list of critical action items requiring immediate attention and recommended actions;
- A list of recommendations for the county to review;
- Critical Dates, Project Status and other reports.

3) Execute Strategic Plan - Represent Jackson County in Transactions

CBRE anticipates that we will assist Jackson County in the disposition or development of its assets. We describe our approach to either scenario below.

Disposition of Assets

Based on the results of our financial modelling, CBRE will prioritize Jackson County properties that stand to achieve maximum revenue in the shortest time span.

CBRE is committed to positioning Jackson County property creatively in the marketplace. We analyze the property and marketplace in order to implement an aggressive marketing strategy and create excitement and motivation in the buying market, something especially important during unpredictable market cycles when many buyers sit on the sidelines. CBRE's marketing campaigns create visibility on a local, national or global scale, and we consequently successfully close transactions, even on assets that have proven difficult to sell.

CBRE will develop and distribute dynamic marketing material to potential investors and other interested parties. These marketing materials will include brochures, websites, mailings, email blasts, and flyers. CBRE will also develop appropriate materials for open houses, and may develop other specialty marketing campaigns. CBRE maintains an in-house marketing group that can be utilized to develop these materials at no cost to Jackson County. CBRE will respond to all inquiries that arise as a result of the disposition cycle.

CBRE will prepare properties for showing and arrange showings. All relevant property statistics and marketing information will be available during the times of showing.

CBRE will negotiate and document all business terms after thorough consultation with Jackson County. CBRE's project team will coordinate the final approval and execution of all appropriate documents and plans between the parties to the transaction. Our team will facilitate due diligence; negotiate purchase agreements and will assist with closing.

Section 4: Description of Our Strategy to Market Properties

We offer three principal methods of disposition services, each with a targeted audience.

1. **Single Asset Disposition** marketing programs are designed to sell individual assets to either users or investors, or as joint venture developments (public-private partnerships). When selecting this method over either Portfolio or Auction Services (as outlined below), the asset typically has one of two characteristics: 1) The asset will realize maximum interest from prospective local, regional or national purchasers to allow the local CBRE marketing team to leverage the competitive playing field of purchasers into higher values for Jackson County, or 2) The asset is such a unique special-purpose facility or is located in a depressed or remote market that the project will require a targeted approach focused on the few logical types of users. As Jackson County's portfolio may include assets that meet both criteria, a successful marketing campaign starts with our ability to assemble local professionals with regional, industry and investment expertise who can evaluate and implement the appropriate disposition strategy for the asset and Jackson County.
2. **Portfolio Offering:** This disposition method includes two primary components: Portfolio Offering and Structured Sales. A Portfolio Offering is an accelerated national and international marketing program designed to sell an entire portfolio of assets to a single purchaser who has participated in an investor-selection process based on financial capacity and portfolio acquisition experience. This method leverages CBRE's national and local resources as it includes local subject matter experts for each asset in the portfolio. If the goal is to expedite the disposal of bulk assets, the portfolio offering is a preferred model, as we can typically complete this process in four to five months.

The Structured Sale is a comprehensive national and regional marketing program designed to sell single or multiple assets to separate buyers within a specific timeframe utilizing a "bid due date." Typically a portfolio sale can be completed within four to five months. The benefit of this methodology is that it is a highly focused and centralized process that not only ensures that the assets are universally marketed, which is important in public sector offerings, but also allows for a more direct solicitation to specific, qualified and motivated buyers who have the financial capacity and resources to complete a timely transaction. Selling assets simultaneously using this method reduces legal, closing, and due diligence costs as discounts can often be negotiated with title companies, surveyors, environmental firms, etc.

3. **Auction Services:** When speed-to-market and certainty of sale are top priorities for the sale of a property or real estate portfolio, CBRE Auction Services will successfully maximize value for Jackson County within the shortest possible timeframe.

Auction Services Approach

We offer a comprehensive suite of auction services that will allow us to customize a program for the asset in concert with Jackson County's goals. Creating a customized program is vital to ensuring that the asset reaches its ultimate potential at sale. Jackson County will benefit from an experienced auction team that leverages the complementary services of CBRE's platform.

AUCTION FORMATS Open Outcry Sealed Bid Online	AUCTION TERMS Absolute Minimum Bid Reserve	AUCTION FORUMS Single Property Portfolio
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Section 4: Description of Our Strategy to Market Properties

Auction Services' Benefits Include:

- Speed and certainty of sale
- Maximization of asset value
- Allows for portfolio sales to individual buyers on a date certain
- Reduces operating costs on maintaining underutilized assets
- Jackson County will retain control of the transaction structure and disposition process
- "As-is," "where-is" sale with no contingencies
- Our auctions have a 99.9% closing rate once the property is under contract
- Establishes value for difficult-to-value special purpose Jackson County properties
- Aggressive auction marketing programs ensure interest and market visibility

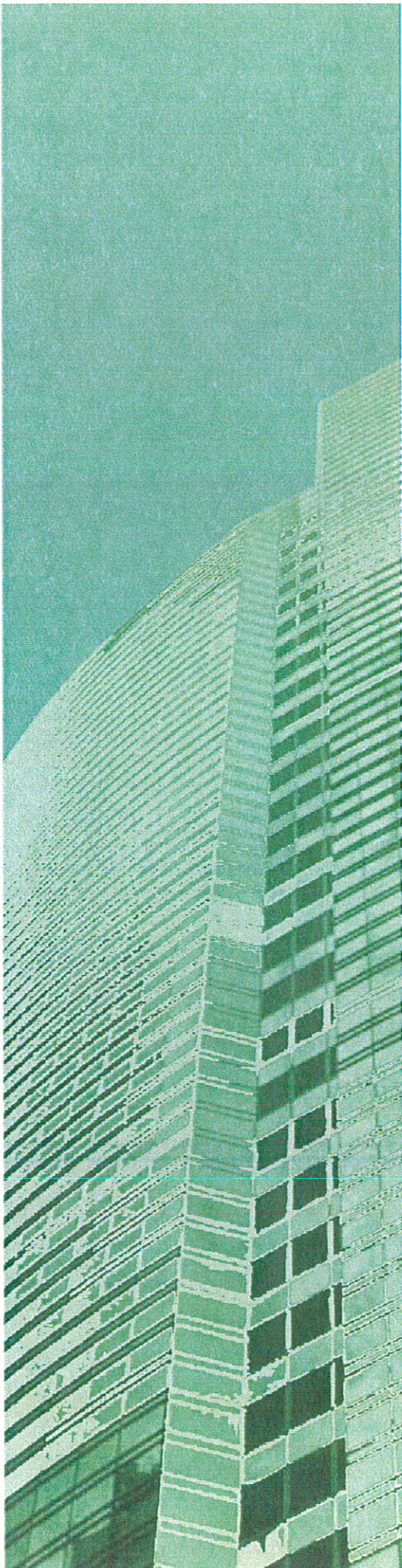
Development Advisory Transactions / Public Private Partnerships

The CBRE team has executed very complex transactions structures - **including ground leases, tenant leases, public-private partnerships** - across the county for public sector clients that allow the client to monetize assets and generate revenue on a one-time or ongoing basis. CBRE will carefully examine the portfolio before any traditional or auction dispositions to evaluate parcels or buildings for development or re-development if the asset has heightened revenue-generation potential.

In development advisory transactions, CBRE would provide the following:

- a) A strategy that includes a comprehensive evaluation of the sites and trade area.
- b) The development of an overall site plans, merchandising plan options and vision for the assets.
- c) Development of a complete financial analysis for a possible go forward strategy (i.e., pro forma rents, tenant improvements and timing).
- d) Architect selection - We will bring in architects to get their perspective on the sites. We will assist you in selecting the best that will help us create the vision for the project.
- e) Development partner selection - We will run a process to get the best and most qualified development partner. We will accomplish this through local relationships and our national developer data base in excess of 16,000 developers and investors.
- f) Engage desired tenants to locate at the projects.
- g) As appropriate, the CBRE team will engage and build a relationship with potential financial partners for prospective tenants who are in active negotiations to locate at the projects.

Our objective would be to provide a comprehensive evaluation to identify the highest and best use of Jackson County's property, a forecasted capital requirement designed to optimize value for Jackson County, including identification of key factors that may affect the future performance/development of the property.



5 |

Outline of the scope of our services

Section 5: Outline of the Scope of Our Services

Below we describe our recommended process:

Phase 1: Feasibility Study & Financial Modeling

Task 1: Asset Due Diligence

CBRE will evaluate all asset-related documentation/data as currently exists.

- 1) Financials
- 2) Environmental Issues
- 3) Access/Transit/Parking
- 4) Capital maintenance and repair of associated Jackson County assets
- 5) Operating reports/studies (including obsolescence reports, expansion analyses, etc.)

Task 2: Market Analysis

Given current market conditions, CBRE will prepare a demand survey on various real estate uses for Jackson County assets:

- 1) Specialty/Hotel
- 2) Residential – apartment and condominium
- 3) Entertainment
- 4) Restaurant
- 5) Office
- 6) Retail
- 7) Industrial
- 8) Any other uses indicated by the market.

Task 3: Vision/Planning

With data collected in previous tasks, CBRE will lead a vision/planning process for the future use of the assets that includes the following and results in design concepts to guide an RFP:

- 1) Stakeholders – Public and Private
- 2) Senior Jackson County Personnel
- 3) Civic Leaders

Notes on Phase 1:

The CBRE team will meet with the Jackson County team to recalibrate the financial assumptions and analyses completed to date. Our team is very experienced in building development models for all types of projects. We will review what the Jackson County team has done to date, and modify/edit/retool (or do nothing) as appropriate. We would additionally anticipate updating market input into the evaluation, and using CBRE's market research department to give the team absolutely current input on what the strength is of various sectors of real estate development.

The CBRE team assigned to this engagement is very experienced in conducting procurements on behalf of public entities with the private sector. We do not know at this point what documents exist in regards to the property, or if these documents have been assembled. We would at minimum want

Section 5: Outline of the Scope of Our Services

to have site/topographical plans, environmental reports, documents detailing surrounding zoning patterns, documents detailing what development could be done “by right” by the private sector, traffic reports, etc. Our team will work with your team to determine what additional information needs to be collected prior to engaging the market.

We would assume that Jackson County has received interest from developers and investors about its assets. For any recent expressions of interest from the private sector, we will ask Jackson County if we can contact the submitters and learn more about their interest in the property. We have found over the years of working with universities and the private sector that if there is an opportunity to solicit input on market demand for a particular asset before going into the RFP phase this input can be very valuable and can be used advantageously in shaping the RFI document.

As we have done on many assignments, our team will create a conceptual master design plan for the property based on our own estimates of the strength of certain market sectors. Once we have conceptualized the design, we will use our development modeling expertise to “virtually develop” the property, and forecast both potential returns to the vertical developer (most likely the private sector) and what the ground residual value is for those returns (the ground residual value is defined as what the developer could pay Jackson County – in terms of an outright sale or ground lease payments – and still make the returns the developer needs to be interested in the project). We will develop a transparent, computer model in Microsoft Excel format that is capable of sensitivity analysis to test the impact of varying key assumptions in the financial model such as construction costs, commercial rents, and land acquisition costs/lease rates on overall project performance to assist in negotiations.

Our team has represented many public entities and universities in procurements with the private sector. We will be happy to share with you (should you be interested) other RFI/RFQ/EOI/RFP documents that we have created for other clients. We will also share with you our ideas for local, regional, national and international dissemination of these documents, and what we have done to ensure that there are at least several very credible responses to the solicitation process.

CBRE will provide Jackson County with whatever executive style reports are required, and of course will attend/contribute to/lead any presentation internally or externally that is needed.

Phase 2 - Market Engagement

Task 4: Market Discussions

CBRE will engage with our network of developers, financiers, and investors to determine if they are interested in the assets. We will use this Phase to gauge market interest in the sites, and create our economic feasibility study. Our discussions will also explore and test preliminary ideas for Public-Private Partnerships and deployment of private sector capital into the project.

Task 5: Feasibility Study

Following Task Four, CBRE will prepare financial analysis and Public-Private Partnership feasibility studies with emphasis on the following:

- 1) Economic Development Issues
- 2) Financial/Cash Flow Model
- 3) Risk Management
- 4) Phasing

Section 5: Outline of the Scope of Our Services

- 5) Potential Transaction structures
 - a. Sale
 - b. Land leases
 - c. Joint Venture
 - d. Public Private Partnership
 - e. Lease to Own
- 6) Economic benefit impact analysis

Task 6: Market Engagement: RFQ/RFP

Armed with information gathered in previous tasks, CBRE will develop and implement an RFQ/RFP process to formally engage developers, investors, and users that considers the following transaction elements:

- 1) Master Developer vs. Multiple Developers
- 2) Capital and Financing Structures
- 3) Developer vision vs. Jackson County vision
- 4) Schedule/commitment of resources
- 5) Guarantees/deposits/contingencies

Task 7: Proposal Evaluation, Partner Selection

CBRE will evaluate all proposals on like-kind basis and participate in developer selection based on the following considerations:

- 1) Submission quality including objective and subjective criteria
- 2) Interviews of proposal teams
- 3) Proposer financial strength
- 4) Risk issues for all parties

Task 8: Transaction Execution

CBRE will also negotiate and assist with executing all necessary documentation including the following transaction elements:

- 1) Letter of Intent
- 2) Development agreements
- 3) Ground leases or Purchase Documents
- 4) Due diligence

Notes on Phase 2:

We will use the RFI phase to judge market demand and developer/investor interest in the property. Our experience with RFI's tells us the following:

1. RFI's should be constructed as marketing documents that absolutely sell the benefits of a project to the development community. We will create a series of marketing collateral materials that highlight all of the features of the property, Jackson County, the neighborhood, the municipal jurisdiction, the access and the visibility. We will also have market information highlighting other significant recent developments, as well as econometrics showing the underlying financial attributes of the area.

Section 5: Outline of the Scope of Our Services

2. We will set out in the RFI a very clear discussion of what Jackson County's objectives are for the solicitation and the development, and their criteria for selecting a partner. We will also detail the "favored" transaction type for Jackson County, be that a joint venture, ground lease, or land sale. Additionally, we will include a realistic timeline for the next phase RFP process and selection by Jackson County, and a format for responses so comparisons are clear to make.
3. In RFI/RFP solicitations there is often a "fine line" between the development Jackson County wants and the development the selected partner wants. We will of course ask the developers/investors to give us their development vision for the property and their favored transaction/ownership structure with Jackson County.
4. We will also take care to not "unduly burden" the RFI to encourage even busy developers and investors to respond. The RFI responses will to a large extent influence the RFQ process, so more, higher quality, consistent responses will yield best results for our team.
5. We will use the wide CBRE network to distribute the RFI locally, regionally and nationally. Our team will make phone calls to the group of developers and investors most likely to be responders and potential future partners, and will make certain that hard copies of the solicitation are on the desk of each "decision maker" within this group
6. The CBRE team will be responsible for collecting and collating all responses, and within two weeks of the responses coming in have a full summary of the interested parties ready for review and discussion.

Supplemental Phase – Retail Development

If it becomes apparent that retail development is the most feasible and optimal use of any of Jackson County's assets, CBRE will use the following approach to supplement the above approach.

- 1) An in-depth Consumer Profile Study – Identification of the optimal target consumer in the trade area to further determine the focus, mix and vision of each asset.
- 2) Creation of a vision – The retail market is extremely competitive. Jackson County's assets must embrace a defined vision to create brand equity in the marketplace and complement the existing momentum being built in the respective sub-markets.
- 3) Comprehensive Merchandising Plan – By leveraging the consumer profile and vision for each asset, the team will create a defined merchandising plan incorporated the following:
 - a) Defined merchandising zones i.e. Retail, restaurant, and entertainment uses, architectural features and gathering places
 - b) Target square footage and absorption projections
 - c) Market to leading tenants in each merchandise category

General Considerations

As we have previously discussed this CBRE team has led many public and County groups through many different solicitation processes. The following are our thoughts on the RFP process for Jackson County:

1. We do not know all of the rules and regulations for Jackson County when procuring for a developer/partner. As a rule, we like to have fewer participants in the RFP process than in the RFI process, to allow for more detailed questions, development plans, and business plans. We also know that RFP responders are much more likely to put extra effort into a solicitation response if

Section 5: Outline of the Scope of Our Services

they know they are competing against a smaller, selected group. We do not know if Jackson County rules allow us to go to a smaller group of RFI responders with the RFP. Our assumption is that the RFI process will identify a group of finalist development teams interested in the project and most capable of performing.

2. We will ask the developers to respond with a detailed development plan that shows property uses, densities, infrastructure, parking, etc., and phasing for construction. Along with this, we will ask for a schedule and timeline for development.
3. The economic inquiries will include requiring a description of the financial plan for the development, along with construction commencement and guarantees for construction completion. If the team agrees, we will solicit earnest money deposits at various points along the entitlements and development process.
4. The RFP document will detail the response structure we are seeking. Following the responses, we recommend an interview process with the group of top responders, ideally 3 to 5 candidates (if we can do this under procurement rules).
5. Of course the CBRE team will lead the evaluation process, and development a selection scoring matrix than can be used to judge the finalists but also for "backup" should candidates later seek to determine how their team scored. At the conclusion of this process, we may advise a Best and Final Offer (BAFO) round of negotiations. We will at this point be ready to put a "Letter of Intent" in place with the selected developer candidate.

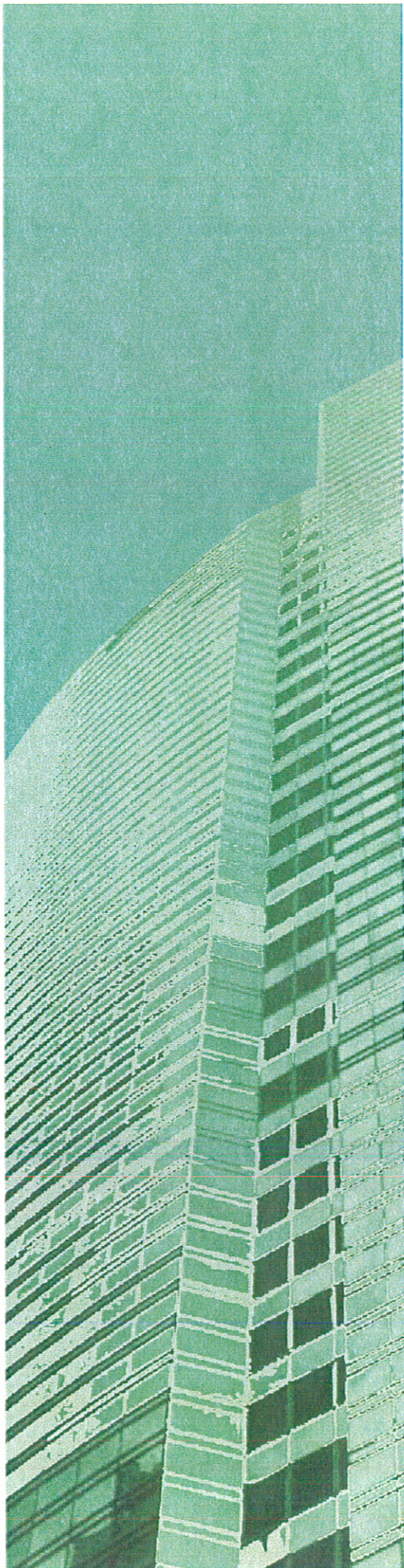
Our experience suggests that virtually all projects evolve and require flexibility. We are committed to making sure Jackson County receives all of the information needed to make accurate, informed decisions that are in Jackson County's best interest.

Client Quote



"Several well-qualified candidates submitted bids in response to the request for proposals. After a lengthy review, it was determined that CBRE was the most well qualified to respond to the needs of the State."

Terri L. Fitzpatrick, former Director of the State of Michigan's Real Estate Division
Information



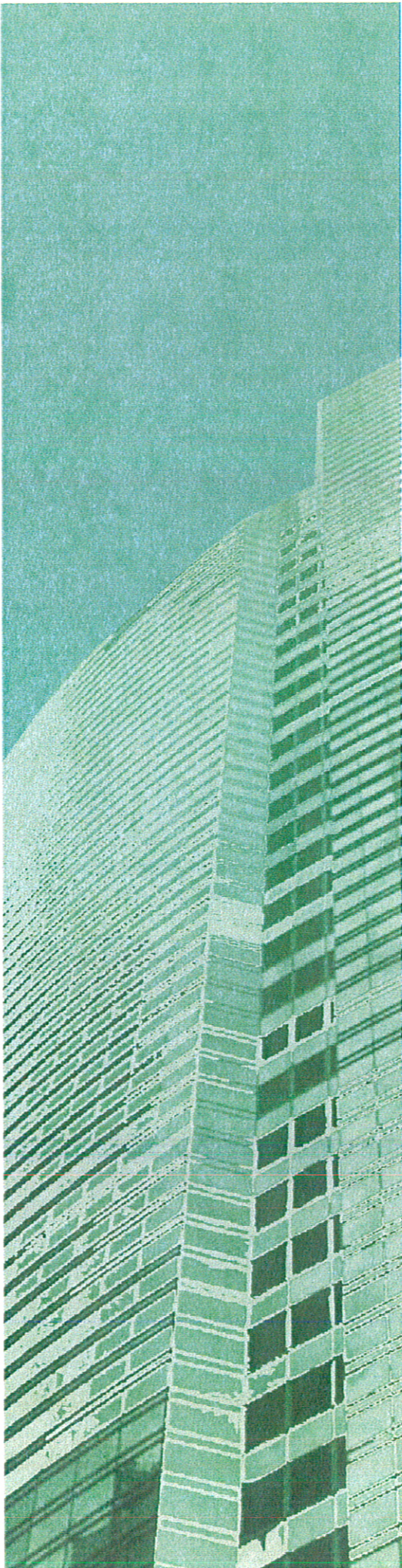
6 |

Fee structure, amount, and time of payment

Section 6: Fee Structure, Amount, Time of Payment

FEE STRUCTURE

6% of sale price paid at closing.



7 |

RFQ



Jackson County ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller Adam J. Brown, Deputy Administrator

Date: September 17, 2012

Title: Request for Qualifications (RFQ) Commercial Real Estate Services

Due: September 28, 2012

Contact: Adam Brown
Telephone: 517-768-6623
abrown@co.jackson.mi.us

RFQ's Addressed to: RFQ Commercial Real Estate Brokerage Services
Administrator Controller
6th Floor
120 West Michigan Avenue
Jackson, MI 49201

Scope of Work: The County of Jackson owns a variety of office, commercial, warehouse, and vacant properties. Over the next year the City anticipates placing a number of properties on the market that are no longer needed for County operations. These properties include downtown office space and various parcels of vacant land. The County recognizes that active marketing of real property by specialized brokers is an industry accepted method of selling and purchasing property. The County is interested in obtaining the services of real estate brokers, who have experience and knowledge of the market and the ability to connect with a wide range of buyers and to negotiate on the County's behalf to obtain the best terms for the County.

Potential Projects: Woolworth Building
165 West Michigan Avenue
Jackson, MI 49201

Former County Animal Shelter
2000 North Blackstone Street
Jackson, MI 49201

September 7, 2012

RFQ Real Estate Services

Former Riverwalk Hotel Property (following demolition)
1 Jackson Square
Jackson, Michigan 49201

Vacant Land
8200 Jefferson Road
Brooklyn, MI 49230

Submission Content: Please include the following:

1. Statement of Individual Qualifications
2. Statement of Organizational Qualifications
3. Examples of sales of similar properties
4. Description of your strategy to market properties
5. Outline of the scope of your services
6. Fee structure, amount, and time of payment

Submission Requirements: Complete Attachment A as the cover for your proposal. Submit three printed copies. Submit three copies of your proposal.

Contract Period: The term of this contract is one year, or as negotiated. There will be an option for four one-year renewals as negotiated.

September 7, 2012

RFQ Real Estate Services

Attachment A

**Request for Proposal Submission
for Commercial Real Estate Brokerage Services Submission
County of Jackson, Michigan**



Company Name: CBRE, Inc.

Submitters Name (Print): John A. Latessa Jr.

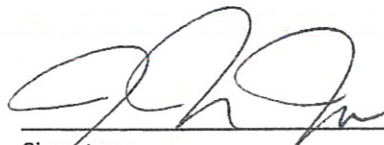
Company's Address: 2000 Town Center
Suite 500
Southfield, MI 48075

Email: john.latessa@cbre.com

Phone: 248-353-5400

Fax: 248-353-8134

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the Undersigned offers and agrees to furnish the goods/services described herein in accordance with the attached signed proposal as mutually agreed upon by subsequent negotiation.



Signature



Jackson County ADMINISTRATOR / CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Committee
Board of County Commissioners

FROM: Adam J. Brown
Deputy County Administrator

SUBJECT: CTI Towers, Inc. v Jackson County Board of Commissioners and Jackson County Sheriff's Department

DATE: January 28, 2013

Motion Requested

Approve the mediated settlement between Jackson County and CTI Towers, Inc.

I. Background

- A. The Jackson County Sheriff's Department used the property located at 2000 Cooper Street, just north of Interstate 94 for an unknown period of time prior to August of 2011 for 911 communications equipment. The property was used by mutual agreement between the previous owner and the Jackson County Sheriff's Department, but there was not any formal legal agreement.
- B. CTI Towers, Inc. (CTI, a portfolio company of Comcast Corporation) purchased the property on August 1, 2011. Shortly thereafter, CTI contacted the Sheriff's office seeking compensation for the use of the tower. When it was apparent that the Sheriff's Office did not intend to compensate CTI, CTI issued a Notice to Quit.
- C. The Sheriff's Office could not immediately quit since they had to find a replacement tower to continue 911 operations. Once another suitable place was found, the Sheriff's Office removed the equipment (March 20, 2012) prior to receiving an Order of Eviction or other forcible removal.
- D. A lawsuit was filed in the 4th Circuit Court on June 7, 2012



II. Current Situation

- A. CTI is sought payment for a lease from August 1, 2011 to March 20, 2012. A one-time offer of \$25,000 was offered from Comcast and rejected by the County.
- B. CTI also claims some damage from the County from removal of the equipment. The equipment was removed by Advanced Wireless Telecom out of Wixom. CTI claims that the County should have removed the shed in which the equipment was housed.
- C. The eviction process was filed in district court, but the lawsuit for damages and back lease was filed in the 4th Circuit Court because it was greater than \$25,000. Jackson County Circuit Court Judge Richard LaFlamme ordered the parties to go through non-binding mediation.
- D. Mediation was held on January 22, 2013. After a lengthy mediation process and through a mediator's proposed settlement, both parties agreed to a cash settlement of \$12,000. Additionally, the County will use supervised community service workers to demolish and remove the shed onsite.
- E. We recommend approving this settlement.

III. Analysis

- A. **Legal** – A court may or may not agree with the settlement. In considering whether to accept this mediation, the Board should consider not only the settlement to be imposed by a judge, but also the cost to go to trial for the County.
 - 1. It was noted that there was an ordinance in Blackman Township that required antenna owners to provide space free of charge for public safety communications. Our counsel believed that this was grandfathered because the equipment was in place prior to the ordinance being in place.
 - 2. Generally speaking, the County pays very little if anything for the leasing of emergency communication tower space. The most expensive lease to which we have an agreement is the tower to which this equipment was relocated. The annual cost for that lease is \$661.25. The next highest cost is for a ground lease only of \$200 per year. Still, much of this equipment is co-located at other publicly-owned sites, so it is difficult to find a private lease comparison.
- B. **Financial** – The sheriff has agreed to use 911 funds for settlement of the claim. This will not impact the County general fund.
- C. **Timing** – If the binding agreement is not ratified by the Board of Commissioners in February, the case will proceed to trial. The County has 30 days, after approval by the Board of Commissioners of this agreement, to remove the shed from the property.

- D. **Policy** – We will request that the Sheriff review other agreements to ensure that other existing leases are in writing and approved by the appropriate authority.

IV. Alternatives

- A. **Approval** – Should the Board of Commissioners approve this agreement, the case will be closed assuming both parties fulfill their end of the agreement.
- B. **Take no Action** – Without action the case will go to trial and the County will be subject to a judge's decision.

V. Recommendation

The Administrator/Controller's Office requests that the Board of Commissioners approve the mediated settlement between Jackson County and CTI Towers, Inc.

Attachment:

Mediated Binding Agreement between Jackson County and CTI Towers, Inc.



Jackson County ADMINISTRATOR / CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Committee
Board of County Commissioners

FROM: Michael R. Overton
Administrator/Controller

SUBJECT: Legal Counsel

DATE: January 29, 2013

Motion Requested

Approve the list of legal firms for corporate counsel for 2013.

I. Background

- A. Each year the Board of Commissioners, by policy, approves a list of legal firms to be used for corporate counsel.

II. Current Situation

- A. We have added two legal firms to the list, which are used by the Jackson County Department of Transportation. These firms are familiar with matters at what was the former Road Commission.
- B. Legal services can only be accessed by going through the Administrator/Controller or Chair and Vice-Chair of the Board of Commissioners as per Policy No. 5010. All other Department Heads and Elected Officers must go through the Administrator/Controller for authorization.

III. Analysis

- A. **Strategic** – We use legal counsel to support all of the strategic plan goals and specifically the Boards activities.
- B. **Financial** – Many counties have full time staff devoted to corporate counsel. The system of having a list of approved counsel works well for Jackson County. While the amount expended varies from year to year, we have spent well below the cost of a full time legal counsel. The following list shows what we have spent for legal fees over the past four years:

2009	\$60,309
2010	\$103,768
2011	\$69,894
2012*	\$42,609

*This number does not include the storm water fee litigation

- C. **Policy** – Policy No. 4130 requires the Board of Commissioners to approve a list of legal firms each year. Firms may be added or removed throughout the year as necessary and as approved by the Board of Commissioners.
- D. **Timing** – Typically this is done at the organizational meeting each year. This year, we need to add two firms to the list because of the new Department of Transportation.

IV. Alternatives

- A. **Take no Action** – We have on-going issues for which we use legal counsel. Without approval we will not be able to make sound recommendations to the Board of Commissioners.

V. Recommendation

The Administrator/Controller recommends approving the list of legal firms for corporate counsel for 2013.

Attachments:

2013 Approved Attorney List

**Jackson County Department on Aging
December 2012 Budget Adjustment Summary**

	Revenue	Expense	Net Org	
	Change	Change	Key	
	Change	Change	Change	
101670 Home Care	30,677	-4,985	-35,662	
101671 Senior Centers		5,327	5,327	
101673 Meals on Wheels	-20,250	6,385	26,635	
101674 Congregate Meals	-3,000	-5,327	-2,327	
101678 Geriatric Mental Health	41,335	22,135	-19,200	
	<hr/>			
	48,762	23,535	-25,227	281100
				965101 Reduce Sr. Millage Transfer Out General Fund

Summary:

Grant revenue increasing for 2013 only; Medicaid Waiver revenue (referrals from Region 2 Area Agency on Aging) has decreased.
Shift wage/fringe splits from 101674 to 101671 in order to bill Enrichment Specialist time to Disease Prevention grant.

**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2012**

[illegible]

REASONING:

Medicaid Waiver is tied to a service called Community Living Support through Region 2 AAA-this revenue has shifted to the Personal Care Medicaid Waiver line (decrease to Homemaker Medicaid Waiver revenue line)-also based on decrease in Medicaid Waiver revenue for 2012

Increase Homemaker/Personal Care Grant due to one time funding for State Respite-Caregiver HCA grant funding and additional State Aging Network (SANS) funds
--

DEPT HEAD

Mance Wardell

DATE _____

2/1/13

COMMITTEE

DATE _____

BUDGET DIR

DATE _____

ADMIN

DATE _____

BOARD OF COMM

DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2012

LINE ITEM				ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
FUND	DEPT.	ACCOUNT						
								0
101	670	704	000	Wages- Full Time	148,808		4,236	144,572
								0
101	670	711	000	Wages-In Lieu of Insurance	4,050		277	3,773
								0
101	670	715	000	Fica	35,986		348	35,638
								0
101	670	717	000	Life Insurance	667		21	646
								0
101	670	718	000	Retirement	40,948		766	40,182
								0
101	670	719	000	Workers Comp.	2,269		37	2,232
								0
101	670	730	000	Office Supplies	1,000	700		1,700
								0
								0
								0
								0
						700	5,685	-4,985

REASONING:	
FT Social Worker/Chore Coordinator Wage and Fringe splits changed as of Pay #3-decrease to 101670 and increase to 101673	
50% of one laptop with docking station, for Social Worker who conducts in-home assessments.	

DEPT HEAD Maise C. Wanda

BUDGET DIR _____

DATE 2/1/13

DATE _____

COMMITTEE _____ DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2012

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								0
101	671	704	000	Wages-Full Time	21,736	3,492		25,228
								0
101	671	715	000	Fica	2,123	267		2,390
								0
101	671	716	000	Health Insurance	6,221	1,188		7,409
								0
101	671	717	000	Life Insurance	108	20		128
								0
101	671	718	000	Retirement	2,676	174		2,850
								0
101	671	718	100	RHS Employer Contribution	228	160		388
								0
101	671	719	000	Worker's Comp.	208	26		234
								0
								0
								0
						5,327	0	5,327

REASONING:	
FF Enrichment Specialist Wage and Fringe splits changed to pay 10% from 101671 and bill portion to Disease Prevention grant; decrease 101674	

DEPT HEAD <u>Mance Wandell</u>	DATE <u>2/1/13</u>	COMMITTEE _____ DATE _____
BUDGET DIR _____	DATE _____	ADMIN _____ DATE _____
		BOARD OF COMM _____ DATE _____

**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2012**

[illegible]

REASONING:

HDM Medicaid Waiver revenue decrease due to drop in Region 2 AAA Medicaid Waiver clients receiving Meals on Wheels

HDM client donations decrease starting in 2012

TAC Manufacturing January 2013 donation to Meals on Wheels in the amount of \$3,750	
---	--

DEPT HEAD

DATE 2/1/13

COMMITTEE

DATE _____

BUDGET DIR

DATE _____

ADMIN

DATE _____

BOARD OF COMM

DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2012

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								0
101	673	704	000	Wages-Full Time	222,470	4,236		226,706
								0
101	673	711	000	Wages-In Lieu of Insurance	2,250	277		2,527
								0
101	673	715	000	Fica	31,054	348		31,402
								0
101	673	717	000	Life Insurance	1,434	21		1,455
								0
101	673	718	000	Retirement	42,413	766		43,179
								0
101	673	719	000	Workers Comp.	2,285	37		2,322
								0
101	673	730	000	Office Supplies	1,700	700		2,400
								0
								0
								0
						6,385	0	6,385

REASONING:	
FT Social Worker/Chore Coordinator Wage and Fringe splits changed as of Pay #3-decrease to 101670 and increase to 101673	
50% of one laptop with docking station, for Social Worker who conducts in-home assessments.	

DEPT HEAD Mare Wall

BUDGET DIR _____

DATE 2/1/13

DATE _____

COMMITTEE _____ DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2012

[illegible]

REASONING:

Congregate donations decrease; lower to 2012 amount

DEPT HEAD

BUDGET DIR

DATE _____

DATE _____

COMMITTEE

ADMIN

BOARD OF COMM

DATE _____

DATE _____

DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2012

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								0
101	674	704	000	Wages-Full Time	91,206		3,492	87,714
								0
101	674	715	000	Fica	13,593		267	13,326
								0
101	674	716	000	Health insurance	29,808		1,188	28,620
								0
101	674	717	000	Life Insurance	517		20	497
								0
101	674	718	000	Retirement	10,783		174	10,609
								0
101	674	718	100	RHS Employer Contribution	2,485		160	2,325
								0
101	674	719	000	Worker's Comp.	831		26	805
								0
								0
								0
								0
								0
						0	5,327	-5,327

REASONING:	
FT Enrichment Specialist Wage and Fringe splits changed as of Pay #3-pay 10% from 101671 and bill portion to grant; decrease 101674	

DEPT HEAD Maria Caldwell

BUDGET DIR _____

DATE 2/1/13

DATE _____

COMMITTEE _____ DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2012**

[illegible]

REASONING:

<p>Increase ADC Grant funds due to one time funding for ADC State respite grant funding</p>	<p>0</p>
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Region 2 AAA has not been referring Medicaid Waiver clients for Counseling Services

DEPT. HEAD Patrice Ward

DATE 2/1/13

COMMITTEE _____ DATE _____

BUDGET DIR _____

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2012

[illegible][illegible]

DEPT HEAD Maurice Warrick

BUDGET DIR _____

DATE 2/1/13

COMMITTEE _____ DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____



Jackson County
Finance Department
120 W. Michigan Ave. Jackson MI 49201
Telephone (517) 768-6614

Memorandum

To: Personnel & Finance Committee
From: James Latham, CPA – Director of Finance
Date: February 6, 2013
RE: 2012 Budget Adjustments

The following is a description of the significant budget adjustments (detail attached):

Budget amendments adjusting various expense line items and department totals that exceed budget amounts are presented for your approval. These differences can be attributed to various factors including but not limited to float adjustments exceeding vacancies, differences in filling positions between full-time versus part-time employees, higher public defender costs than anticipated, higher retirement costs, additional legal costs incurred, higher tax tribunal refunds and other factors.

The increases to the various expense accounts are offset by higher revenues than anticipated from the Register of Deeds, Treasurer and Sheriff's Departments.

**COUNTY OF JACKSON
BUDGET ADJUSTMENTS
REVENUE/EXPENSES - VARIOUS DEPARTMENTS
2012**

LINE ITEM									
DEPARTMENT NAME	FUND	DEPT.	ACCOUNT	ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET	
CIRCUIT COURT	101	131	704	000	Wages - Full Time	901,541	35,000		936,541
	101	131	705	500	Wages - Casual	25,000	12,000		37,000
	101	131	716	000	Health Insurance	291,600	10,000		301,600
	101	131	718	000	Retirement	134,923		4,000	130,923
	101	131	810	010	Guardian Ad Litem Fees	12,740		11,000	1,740
	101	131	812	000	Computer Services	80,000		9,000	71,000
	101	131	804	000	Mental Exams	5,000		4,000	1,000
JURY COMMISSION	101	135	807	000	Juror Fees & Mileage	92,000		15,000	77,000
12TH DISTRICT COURT	101	136	717	000	Life Insurance	101,350		90,000	11,350
	101	136	729	000	Postage	43,800		8,000	35,800
	101	136	760	131	Drug Testing	14,000		9,000	5,000
ADMINISTRATOR	101	201	704	000	Wages - Full Time	220,400	18,000		238,400
	101	201	716	000	Health Insurance	25,920	8,300		34,220
	101	201	718	000	Retirement	26,836		7,000	19,836
	101	201	861	100	Professional Development	4,410	7,500		11,910
GIS	101	222	704	000	Wages - Full Time	102,245	5,000		107,245
	101	222	705	500	Wages - Casual	14,744		1,800	12,944
PROSECUTING ATTORNEY	101	229	704	000	Wages - Full Time	1,091,774		50,000	1,041,774
	101	229	705	500	Wages - Casual	10,000	29,000		39,000
	101	229	801	000	Professional Services	15,000	17,000		32,000
	101	229	850	000	Telephone Usage	628	3,200		3,828
PUBLIC DEFENDER	101	230	800	020	Defense of Criminals-Appl Circuit	80,000	22,000		102,000
	101	230	800	212	2012 Felony Contract	411,474	2,600		414,074
	101	230	810	000	Attorney Services	270,208	28,500		298,708
	101	230	810	002	Attorney Services-Probate MI	30,000	7,600		37,600
	101	230	810	003	Attorney Services-Probate Court	30,000	4,200		34,200
	101	230	808	000	Witness Fees & Mileage	10,500	10,100		20,600
PROS ATTY/CHILD SUPPORT	101	231	705	500	Wages - Casual	3,290	1,700		4,990
REGISTER OF DEEDS	101	236	625	000	Transfer Tax (Revenue)	(245,000)	(33,340)		(278,340)
	101	236	634	000	Recordings (Revenue)	(374,000)	(45,000)		(419,000)
	101	236	643	060	Copy Charges (Revenue)	(141,500)	(12,000)		(153,500)
	101	236	716	000	Health Insurance	51,840	10,000		61,840
COUNTY TREASURER	101	253	578	000	State Revenue - Liquor Tax (Revenue)	(807,089)	(67,000)		(874,089)
	101	253	704	000	Wages - Full Time	29,874	25,000		54,874
	101	253	715	000	FICA	5,109	1,300		6,409
	101	253	716	000	Health Insurance	12,960	6,000		18,960
	101	253	728	000	Printing	1,000	1,800		2,800

COUNTY OF JACKSON
BUDGET ADJUSTMENTS
REVENUE/EXPENSES - VARIOUS DEPARTMENTS
2012

LINE ITEM									
DEPARTMENT NAME	FUND	DEPT.	ACCOUNT	ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET	
	101	253	729	000	Postage	3,000	1,800		4,800
COURTHOUSE MAINT.	101	265	922	000	Heating Costs	71,632		32,000	39,632
NORTHLAWN MAINT.	101	267	921	000	Utilities	35,911	7,500		43,411
	101	267	932	000	Maintenance of Equipment	5,066	2,050		7,116
TOWER BLDG MAINT.	101	268	704	000	Wages - Full Time	269,805	20,250		290,055
	101	268	921	000	Utilities	71,500	24,000		95,500
WOOLWORTH BLDG MAINT.	101	269	932	000	Maintenance of Equipment	200	2,000		2,200
HUMAN SERVICES BLDG	101	274	704	000	Wages - Full Time	64,206	3,700		67,906
	101	274	704	040	Wages - Longevity/Incentive	1,257	1,800		3,057
	101	274	706	000	Wages - Overtime	1,840	3,050		4,890
	101	274	921	000	Utilities	130,000	3,000		133,000
DIST COURT INTENSIVE PROB	101	279	864	000	Gasoline Usage	11,000	3,500		14,500
SHERIFF	101	301	646	000	Police Service - Summit Township (Revenue)	(420,203)	(56,000)		(476,203)
	101	301	704	000	Wages - Full Time	2,486,520	63,250		2,549,770
	101	301	716	000	Health Insurance	505,440	43,200		548,640
	101	301	718	000	Retirement	377,158	20,350		397,508
	101	301	718	100	RHS Employer Contribution	-	5,050		5,050
	101	301	719	000	Workers' Compensation	19,592	1,800		21,392
	101	301	864	000	Gasoline Usage	135,000	6,350		141,350
ROAD PATROL	101	303	706	000	Wages - Overtime	12,959		6,000	6,959
	101	303	978	000	Capital Outlay	23,000		23,000	-
	101	303	718	000	Retirement	17,391	2,075		19,466
MARINE LAW ENFORCEMENT	101	331	862	000	Lease Vehicle	6,300		6,300	-
	101	331	941	000	Lease Expense	1,500		1,500	-
	101	331	704	000	Wages - Full Time	35,010		5,000	30,010
	101	331	716	000	Health Insurance	8,554		2,000	6,554
	101	331	718	000	Retirement	5,740		2,000	3,740
EMERGENCY DISPATCH	101	345	816	000	Service Contracts	141,121		17,000	124,121
COUNTY JAIL	101	351	697	040	Deverted Felon (Revenue)	(45,000)	(135,975)		(180,975)
	101	351	704	000	Wages - Full Time	2,774,215	71,000		2,845,215
	101	351	705	500	Wages - Casual	-	24,000		24,000
	101	351	716	000	Health Insurance	583,200	10,800		594,000
TRUANCY GRANT	101	356	704	000	Wages - Full Time	71,080	6,900		77,980
	101	356	704	040	Wages - Longevity/Incentive	-	4,300		4,300
ANIMAL CONTROL	101	431	704	000	Wages - Full Time	127,392		40,000	87,392
	101	431	716	000	Health Insurance	38,880		12,960	25,920
RETIREEES BENEFITS	101	632	711	000	Wages - In lieu of Insurance	110,000	11,500		121,500

COUNTY OF JACKSON
BUDGET ADJUSTMENTS
REVENUE/EXPENSES - VARIOUS DEPARTMENTS
2012

LINE ITEM									
DEPARTMENT NAME	FUND	DEPT.	ACCOUNT	ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET	
	101	632	716	010	Health Insurance - Retirees	195,000	16,500		211,500
MEDICAL EXAMINER	101	648	693	000	Cremation Fees (Revenue)	(35,000)	(9,000)		(44,000)
	101	648	803	000	Medical Examiner Fees	42,000	3,700		45,700
	101	648	836	000	Autopsy Charges	140,000	16,000		156,000
TRANSFERS OUT	101	982	965	100	Transfer Out - Drains At Large	46,185	10,000		56,185
APPROPRIATIONS	101	998	965	051	Approp-Substance Abuse 4% Liquor Tax	403,545	33,600		437,145
	101	998	965	201	Approp-JPS	134,600		18,000	116,600
NON DEPARTMENTAL	101	999	721	000	Termination Costs	70,000	3,050		73,050
	101	999	802	011	Cost Allocation Plan	12,750		1,500	11,250
	101	999	802	020	Consultant Services	45,000	11,000		56,000
	101	999	810	000	Attorney Services	35,000	9,500		44,500
	101	999	810	015	Attorney Services - Storm Water	88,000	12,000		100,000
	101	999	964	000	Tax Tribunal Refund	168,000	10,000		178,000
						11,607,923	376,060	376,060	11,607,923



JACKSON COUNTY

OFFICE OF THE SHERIFF

212 W. Wesley St. Jackson, Mi. 49201 Telephone (517) 768-7900

Steven P. Rand
Sheriff

Christopher A. Kuhl
Undersheriff

TO: Personnel & Finance Committee
Board of County Commissioners

FROM: Sheriff Steve Rand
Undersheriff Chris Kuhl

SUBJECT: Panasonic Tough book in car computer purchase

DATE: January 31, 2013

Motion Requested

Approval to move to the full board, the purchase of 19 Panasonic Toughbook CF-31 mobile data computers (MDC) for Sheriff patrol vehicles at a cost of \$3845.58 per computer (including software). Request to utilize \$21,000 in budgeted capital improvement funds for this purchase. These computers would be purchased from Advance Wireless Telecom on a competitively bid government contract.

I. Background

- A.** As Sheriff Deputies move to a completely mobile workforce, new more advance computers capable of handling increased technological requirements are needed. New MDC's will allow greater paperless processes, document workflow, and keep Deputies out on the street rather than in the Sheriff's Office performing administrative duties.
- B.** Current computers have been in patrol cars since 2006 and have outlived their technological usefulness. They are incapable of meeting new software and memory requirements.
- C.** Lieutenant Wayne Bisard has spent many months working directly with the Information Technology Department (IT) to evaluate many different style,

brands, make and models of computers. Panasonic Toughbooks were chosen for their background as solid performers, durability, and capacities to handle current platforms along with future abilities.

II. Current Situation

- A.** The Sheriff's Office has computers in 21 of its frontline patrol response vehicles. These computers are used for essentially everything a Deputy Sheriff does. Such as, daily reports, receiving dispatches, paperless reporting, communicating with supervisors, updating dispatch, receiving special response instructions from dispatch and police reporting to name a few.
- B.** The current Toughbooks have been thoroughly used are beginning to fail. They do not have current technological capacities to support current and desired software upgrades.
- C.** Hardware failures are financially impractical to repair and warranties have been expired for several years.
- D.** After many months of testing, and with the assistance of the IT Department, the Panasonic Toughbooks with current technology, memory, and platforms were chosen to be the best product and financially feasible.

III. Analysis

- A. Strategic:** This purchase ties in with the "Safe Communities" strategic plan adopted by the Board of Commissioners.
- B. Financial:** The 2013 Capital equipment budget for the Office of the Sheriff has this purchase budgeted. Wireless funds will be used to complete the total purchase with the assistance of Capital funds.
- C. Legal:** By County policy, this purchase must be approved by the Personnel and Finance Committee and the Board of Commissioners.
- D. Timing:** The Personnel and Finance Committee has to approve this motion to allow the request for purchase to move forward to the Board of Commissioners for final approval.

IV. Recommendation

The Sheriff and Undersheriff recommend the purchase of these computers.



Jackson County

Fleet and Facilities Operations

Ric Scheele Director, Jim Vandenburg Carpenter Supervisor, Teresa Soltis Facilities Coordinator,
Tim Yost Electrical Supervisor

TO: Personnel and Finance Committee

FROM: Ric Scheele
Director of Fleet and Facilities Operations

SUBJECT: Verizon Wireless Lease

DATE: 1.28.2013

Motion Requested

Forward on to the full board, approval for the Chairman to sign the new lease for the Verizon Wireless Antenna Site and Equipment Space lease.

I. Background

- A. A Tower Building roof tenant, Verizon Wireless, is requesting a new lease to replace their current lease which is set to expire in 2014.

II. Current Situation

- A. Verizon is requesting to renew their existing lease with the County by entering into a new lease agreement.
- B. Verizon purchased our previous tenant, Alltel communications.
- C. The current lease generates \$17,160.00 per annum through the end of 2014.
- D. The current lease with Alltel/Verizon used a percentage of the original lease for rent increase calculations for each five year renewal, the last renewal works out to 1.85% increase per year.
- E. The new lease uses a 2% annual increase that compounds on the previous year's increase.
- F. Verizon will increase the annual lease amount to \$18,600.00 effective upon lease execution for entering into this new lease before the current lease expires next year. This amount also contains a \$600.00 allowance for documentation that may be required from the County by Verizon for ownership verification.
- G. This new lease does contain the "Falcon Clause."

H. Analysis

- A. **Strategic:** This amendment will allow our tenant to remain on site.
- B. **Financial:** The revenue provided by this lease is part of the budget.
- C. **Legal:** By County policy, this lease must be approved by the Personnel and Finance Committee and sent to the full board for approval.

D. **Timing:** By policy, this lease must first be approved at Personnel and Finance before moving forward to the full board.

E. **Recommendation**

The Director of Facilities/Fleet recommends the Personnel and Finance committee approve this lease and send it forward to the full board for approval.

BUILDING AND ROOFTOP LEASE AGREEMENT

This Building and Rooftop Lease Agreement (the "Agreement") made this _____ day of _____, 201____, between County of Jackson, Michigan, with its principal offices located at 120 West Michigan Avenue, Jackson, Michigan 49201, hereinafter designated LESSOR and Alltel Communications Wireless, Inc., d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE approximately two hundred eleven (211) square feet of space on the 18th floor of the Tower Building (the "Floor Space") and approximately forty (40) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at 120 W. Michigan Avenue, Jackson, Jackson County, Michigan 49201, the underlying real property of which is legally described in Exhibit "A" attached hereto and made a part hereof (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Floor Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "B" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone utility sources located within the Building or on the Property, LESSOR agrees to reasonably cooperate with LESSEE or any utility company to provide adequate utility services to LESSEE.

2. **DELIVERY.** LESSOR shall deliver the Premises to LESSEE on the Commencement Date, as hereinafter defined, in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Commencement Date, the existing structure of the Building (including without limitation the roof, foundations, exterior walls), the common areas and all Building systems (including, without limitation, the plumbing, electrical, ventilating, air conditioning, heating, and loading doors, if any) are (a) in good operating condition and free of any leakage; (b) to the best of LESSOR's knowledge, in compliance with all Laws (as defined in Paragraph 34 below); and (c) free of all hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representation and warranty contained in this Paragraph 2 is discovered at any time during the Term, as hereinafter defined, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense. LESSOR further represents and warrants to LESSEE that LESSOR has no knowledge of any claim having been made by any governmental agency that a violation of applicable building codes, regulations, or ordinances exists with regard to the Building, or any part thereof, as of the Commencement Date.

3. **TERM; RENTAL; ELECTRICAL.**

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of **Eighteen Thousand Six Hundred Dollars (\$18,600.00)** to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing

at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. The Agreement shall commence on the first day of the month following the full execution of this Agreement. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

PRIOR TERMINATED AGREEMENT. LESSOR and LESSEE agree that this Agreement replaces the **Antenna Site and Office Space Lease Agreement** between **County of Jackson, Michigan** and **Century Cellunet of Jackson MSA Limited Partnership** dated **May 10, 1994** referenced by LESSEE as **Contract # 87284** (“Terminated Agreement”). LESSOR and LESSEE acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, LESSEE may continue to make, and the LESSOR may continue to receive, rental and other payments made pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement. LESSEE herein is the proper successor in interest to **Century Cellunet of Jackson MSA limited partnership**.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the “Rental Documentation”) evidencing LESSOR’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE’s reasonable discretion, evidencing LESSOR’s good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE’s reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein. LESSOR and LESSEE agree and acknowledge that there is an existing relationship between them and LESSOR is currently receiving payments from LESSEE under the Terminated Agreement.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE’s installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE’s installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR’s reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at **c/o First**

Energy, P.O. Box 182727, Columbus, Ohio 43218-2727. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. RENTAL INCREASES. The annual rental throughout the Initial Term described in Paragraph 3, the Extension Terms described in Paragraph 4 and any Additional Extensions described in Paragraph 6 shall increase at a rate of 2% per annum.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached

hereto, during the Term, provided however, that additional antennas or other equipment may require a reasonable increase to the rent payable to LESSOR. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any building structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

FALCON NESTING: LESSEE may not conduct any construction, modification or installation of equipment between March 1st and May 31st any given year, except for emergency circumstances to avoid disruption of known falcon nesting periods.

9. **MAINTENANCE.**

a. During the Term, LESSEE will maintain the non-structural portions of the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of LESSOR pursuant to Paragraph 9.b below.

b. During the Term, LESSOR shall maintain, in good operating condition and repair, the structural elements of the Building and the Premises, and all Building systems (including, if applicable, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas. LESSOR shall repair any defect in the above within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from LESSEE describing such defect, unless the defect constitutes an emergency, in which case LESSOR shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice.

c. Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or in the Building provided:

i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

ii. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;

iii. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

iv. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

v. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

10. INDEMNIFICATION. Subject to Paragraph 11 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

11. INSURANCE.

a. Intentionally deleted.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE agrees that it will include LESSOR as an additional insured.

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

12. Intentionally Deleted.

13. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

14. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. The Parties further acknowledge that LESSOR operates a public safety

communications system on the Property, and LESSOR's public safety communications system shall be considered a pre-existing use relative to LESSEE's use.

15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 34 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

17. LIMITED RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

18. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

19. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

20. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

21. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or

understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

22. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

23. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

24. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: County of Jackson, Michigan
120 W. Michigan Avenue
Jackson, Michigan 49201
Attn: Administrator's Office

LESSEE: Alltel Communications Wireless, Inc.,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

25. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

26. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Building or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Building, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's

interest (a “Purchaser”) acquires an ownership interest in the Building, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Building and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

27. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

28. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

29. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If

LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

30. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

31. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

32. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Building, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in

accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

33. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

34. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

35. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

36. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[remainder of this page intentionally blank; signatures appear on following page]

Site #5713 – Jackson DT
JC3402-12
Draft Date: January 28, 2013

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: County of Jackson, Michigan

WITNESS

By: _____
James E. Shotwell, Jr.
Its: Chairman – Board of County Commissioners
Date: _____

**LESSEE: Alltel Communications Wireless, Inc.,
d/b/a Verizon Wireless**

WITNESS

By: _____
Lynn Ramsey
Its: Area Vice President Network
Date: _____

Site #5713 – Jackson DT
JC3402-12
Draft Date: January 28, 2013

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Legal Description of Property:

Real property in the City of Jackson, County of Jackson, State of Michigan, described as follows:

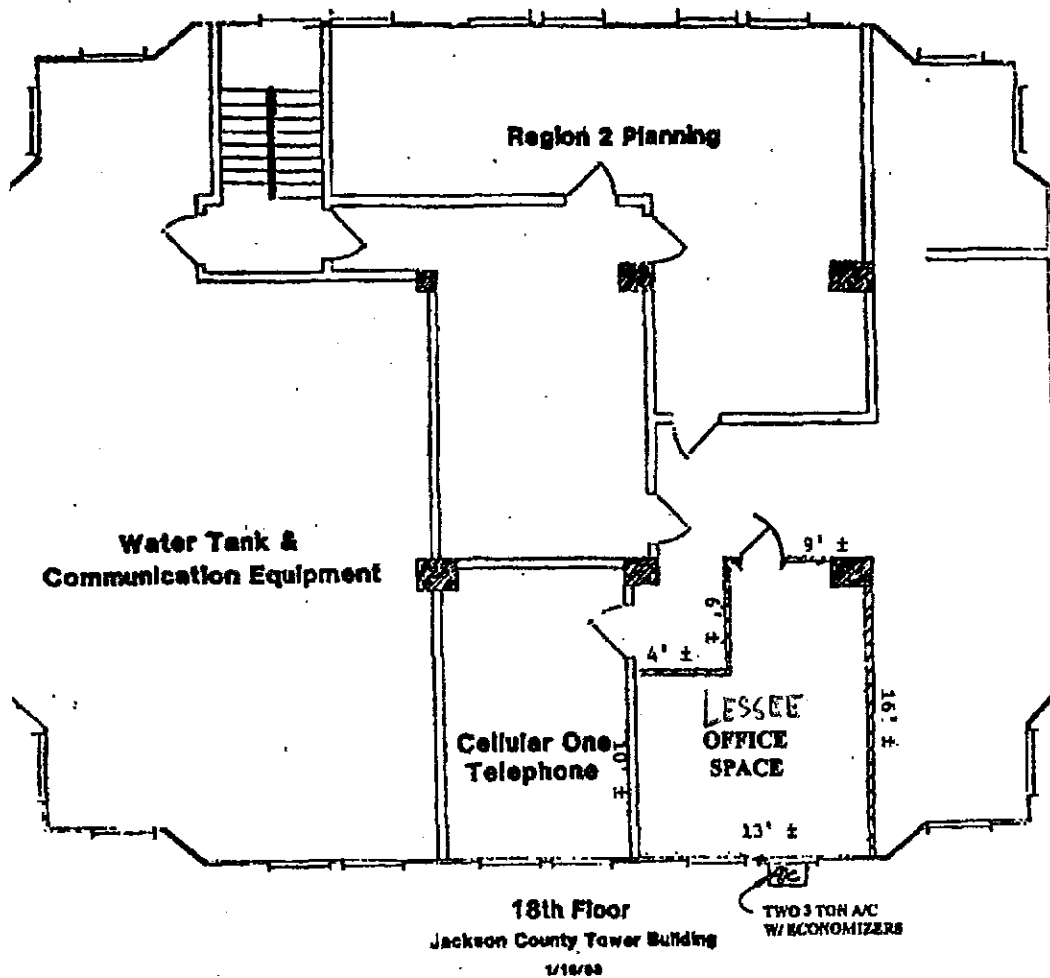
Lots 10, 11 and 12, except the South 122.5 feet of West 64 feet of Lot 11, Block 1 North, Range 1 East, Original Plat of Jacksonburg.

Commonly Known As: 120 W. Michigan Avenue, Jackson, Michigan 49201
Tax Parcel Id No: 1-003700000

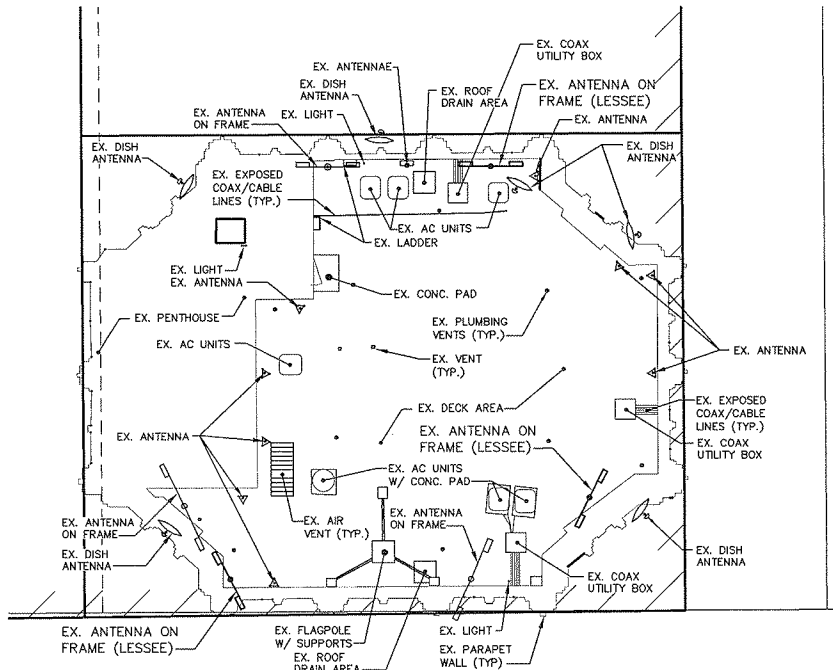
EXHIBIT "B"

DEPICTION OF ROOFTOP SPACE, FLOOR SPACE ANTENNA SPACE AND CABLING SPACE

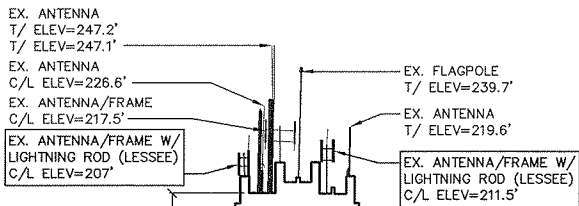
(See also attached sheets)



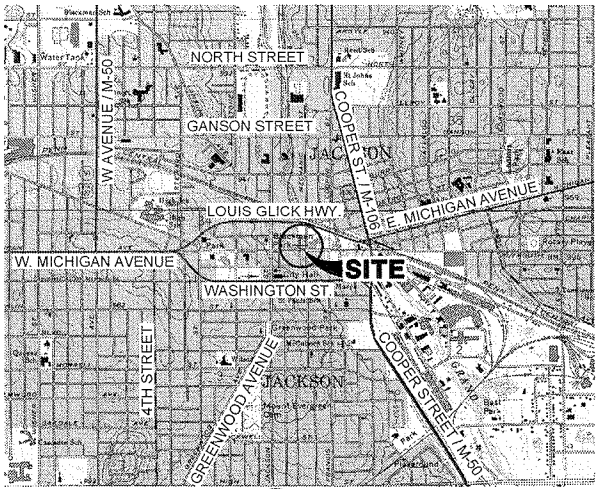
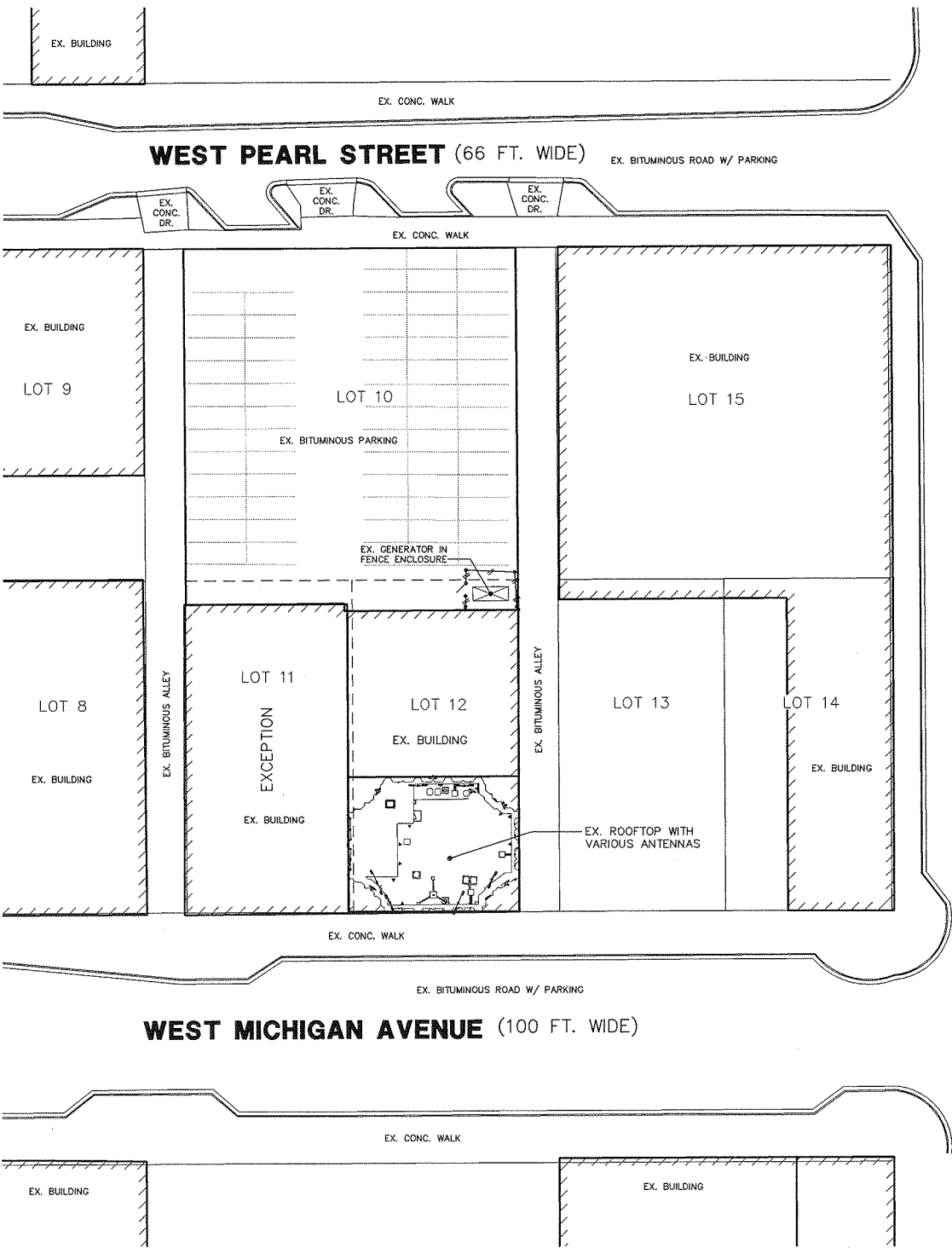
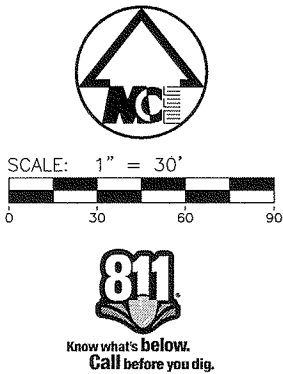
R:\00289\5713\acad\00289_5713-SP1.dwg, CS, 9/24/2012 11:39:10 AM, sfg, 9040dn Main Copy Area



ROOFTOP DETAIL
SCALE: 1"=10'



SOUTH BUILDING ELEVATION
SCALE 1" = 30'



VICINITY SKETCH

SCALE: 1"=2000'



LOCATION

LONGITUDE 84° 24' 23.8"
LATITUDE 42° 14' 51.7"
GROUND ELEV. @ BUILDING BASE = 938.44

LEGAL DESCRIPTION OF OVERALL PARCEL

(Taken from Tax Description)

Land situated in the City of Jackson, County of Jackson, State of Michigan, described as follows:

Lots 10, 11 and 12 Except the South 122.5 feet of the West 64 feet of Lot 11 of Block 1 North, Range 1 East of the original "Plan of the Village of Jacksonburgh" (now City of Jackson) as recorded.

NOTE

Rotate all bearings 00°01'38" counter-clockwise to obtain bearings that are based on True North as determined from global positioning system (GPS).

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF THE REPLACEMENT AND INSTALLATION OF TWELVE ANTENNAS AND ASSOCIATED WIRING FOR VERIZON WIRELESS TELECOMMUNICATIONS NETWORK. THE ANTENNAS ARE TO BE MOUNTED ON AN EXISTING HIGH RISE BUILDING AT THIS SITE.

PROPERTY INFORMATION

TAX PARCEL: #1-003700000

OWNER: COUNTY OF JACKSON
120 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN 49201

CELL SITE ADDRESS:
120 WEST MICHIGAN AVENUE
JACKSON, MICHIGAN 49201

MIDWESTERN CONSULTING

Civil, Environmental and Transportation Engineers
Planners, Surveyors
Landscape Architects
3815 Plaza Drive
Ann Arbor, Michigan 48108
Phone: 734.983.0200
Fax: 734.983.0299

APPLICANT/LESSEE:
NEW PAR, A DELAWARE PARTNERSHIP
600 VERIZON WIRELESS
22422 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48075
PHONE: (248) 915-3000

COMMUNICATION SITE

SITE #5713 - "DOWNTOWN JACKSON"

CITY OF JACKSON, JACKSON COUNTY, MICHIGAN
LEASE EXHIBIT

1

JOB No. 00289-5713	DATE: 1/25/11	SHEET 1 OF 1	REV. DATE	REV.
	DATE	DATE		
REVISIONS:	DATE	DESCRIPTION	DATE	DESCRIPTION

PREPARED BY:
MIDWESTERN CONSULTING, L.L.C.

JAMES A. FISHER P.E. #24260

Commissioner Board Appointments – February 2013

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
Substance Use Disorder Advisory Council	3/2015 3/2015	NEW NEW	Linda Marks Michael Butchart	Linda Marks Michael Butchart
Parks	1/2015	Sarah Lightner	John Polaczyk	John Polaczyk

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6th Floor*
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: Marks Linda
Last First, Middle Initial
HOME ADDRESS: 1126 S. Bowen St. Jackson 49203
Street City Zip Code
TELEPHONE: 517-962-4333 } ocslou@aol.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. CEI Substance Abuse Advisory Board 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>Friends of the Library Board</u>	<u>4 years</u>	<u>Treasurer</u>
<u>Jackson Co. Democratic Women's Caucus</u>	<u>2 years</u>	<u>Secretary</u>
<u>Jackson Co. Substance Abuse Prevention Coalition</u>	<u>2 years</u>	<u>Community Member</u>

Employment:

<u>Retired --State of Michigan</u>	<u>Policy Analyst/Social Worker</u>	<u>1973-2002</u>
Current Employer:	Position:	Dates of Employment:

Education:

BA and MA from Central Michigan University

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Because of personal and family issues along with my social work background, I feel this Board is a good fit for me and that I have something to contribute.

Additional Information you feel may be helpful in considering your request for appointment:

Linda F. Marks 2/2/2013
Signature: Date:

Please Type or Print
With Black Ballpoint

Please Type or Print
With Black Ballpoint



COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: **County of Jackson -- Administrator/Controller's Office -- 2nd Floor**
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: Butchart Michael L
Last First, Middle Initial
HOME ADDRESS: 4003 Fayette Ct Jackson 49203
Street City Zip Code
TELEPHONE: 517-789-6069 (H) 517-740-9149 (C) mbutchart@att.net
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Jackson County Substance Abuse Prevention Coalition 2. 3.

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
Jackson County Dept on Aging Advisory Com	6 Years	Assistant

Employment:

Retired	Position:	Dates of Employment:

Education:

Ba - Michigan State University - 1976

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I have been on the Mid South Substance Abuse Board and joined the Jackson Coalition to learn more. I have found that I am an asset and am learning a great deal.

Additional Information you feel may be helpful in considering your request for appointment:

Since retirement, I have found that volunteering is the most rewarding part of my existence

Michael L Butchart

Signature:

January 25, 2013

Date:

Submit

Reset



Jackson County

ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Personnel and Finance Committee
Board of County Commissioners

FROM: Michael Overton, Administrator/Controller

SUBJECT: Universal Service Credit

DATE: 2/19/2013

Motion Requested

Approve changing the nonunion employee purchase price for Universal Service Credit to 15.3% for a multiplier of 2%, 17.2% for a multiplier of 2.25%, and 19.1% for a multiplier of 2.5% effective February 20, 2013.

I. Background

- A. In 2002 the County Commissioners approved a Pension By-law amendment allowing nonunion employees to purchase up to four years of service time toward retirement.
- B. At that time the actuaries calculated the average cost of a year of service time to be 11%, 12.4 or 13.8% (dependent on multiplier election) of an employee's annual wage.

II. Current Situation

- A. Much has changed since 2002, and the actuary's calculations of 2002 no longer reflect the true cost of an employee's year of service.
- B. As of December 2012 the actuaries have calculated the average cost to be 15.3%, 17.2%, and 19.1% (dependent on multiplier) of an employee's annual wage.
- C. The actuaries use the word "average", this means some actually cost the County more than the employee is paying. There is always some adverse selection, as only employees know when and under what circumstances they will choose to purchase USC, thus it will always cost the County something to allow employees to purchase USC.
- D. The only way to get as close as possible to County cost neutral is to instruct the actuaries to perform an actuarial calculation for each employee who chooses to purchase USC at a cost of approximately \$900 each.

III. Analysis

- A. Financial – Currently the County is subsidizing each USC purchase, the subsidy varies by employee.
- B. Legal – It is within the legal authority of the County Commission to make changes up to and including termination of the USC program in compliance with PA 728.
- C. Timing – Given the subsidy and budget situation it is in the best interest of the County to immediately increase the cost to buy USC.

IV. Recommendation

The Administrator/Controller's Office recommends the motion as presented above.

Attachments: None.