



**CITY OF JONESVILLE  
DOWNTOWN DEVELOPMENT AUTHORITY AGENDA  
MAY 9, 2023, 8:30 A.M.  
JONESVILLE CITY HALL, 265 E. CHICAGO STREET**

**DDA Project Priorities:**

1. Klein Tool Building Redevelopment
2. Streetscape Reconstruction
3. South Parking Lot

**1. CALL TO ORDER**

**2. APPROVAL OF AGENDA**

**3. APPROVAL OF MINUTES**

- A. March 14, 2023 Regular Meeting

**4. PUBLIC COMMENT**

**5. FINANCIAL REPORTS**

- A. Through February 28, 2023

**6. NEW BUSINESS**

- A. Consider Purchase and Development Agreement
- B. Downtown Jonesville Mural Project
- C. Streetscape and Road Diet Update
- D. Fiscal Year 2023-23 Budget Recommendation

[Action Item]  
[Information Item]  
[Information Item]  
[Action Item]

**7. OTHER BUSINESS**

- A. Staff Updates

[Information Item]

**8. ADJOURNMENT– Next Scheduled Meeting: Tuesday, July 11, 2023 8:30 a.m.**

**Jonesville Downtown Development Authority  
Regular Meeting  
Minutes of March 14, 2023**

Present: Don Toffolo, Joe Ruden, Penny Sarles, Mary Ellen Sattler and Gerry Arno.

Absent: Chris Fast, Gale Fix, Abe Graves and Anthony Smith.

Also Present: Jeff Gray, Jeff Wingard (Fleis and Vandenbrink), via Zoom Rick Stout and Julie Kroll (Fleis and Vandenbrink).

Chairman Don Toffolo called the meeting to order at 8:31 a.m.

Gerry Arno made a motion and was supported by Penny Sarles to approve the agenda as presented. All in favor. Absent: Chris Fast, Gale Fix, Abe Graves and Anthony Smith. Motion carried.

A motion was made by Penny Sarles and supported by Joe Ruden to approve the minutes of January 10, 2023 PA 57 Informational Meeting and January 10, 2023 Regular Meeting. All in favor. Absent: Chris Fast, Gale Fix, Abe Graves and Anthony Smith. Motion carried.

A motion was made by Joe Ruden and supported by Penny Sarles to accept the financial report through January 31, 2023. The report shows revenue and expenditure activity for the month of January and fiscal year-to-date. All in favor. Absent: Chris Fast, Gales Fix, Abe Graves and Anthony Smith. Motion carried.

Updates regarding the Downtown Streetscape and road improvement projects were provided from representatives of Fleis and Vandenbrink. Jeff Wingard was in attendance in person, Rick Stout and Julie Kroll attended the meeting virtually. Current project plans were reviewed.

A Klein Tool Redevelopment Project Update was provided to the DDA. A 60-day development agreement extension has been given to DH Roberts at this time.

Due to the paint damage to the mast arm of the downtown traffic signal over Maumee Street, Michigan Department of Transportation has agreed to make the needed repairs at this time.

Chairman Don Toffolo provided an update to Riverfest 2023, which will occur May 19<sup>th</sup> thru May 21<sup>st</sup>.

The next scheduled DDA Meeting is Tuesday, May 9, 2023 at 8:30 a.m.

The meeting was adjourned at 9:43 a.m.

Submitted by,

Cynthia D. Means  
Clerk



To: Jonesville DDA Board  
From: Jeffrey M. Gray, City Manager   
Date: May 5, 2023  
Re: Manager Report and Recommendations – May 9, 2023 DDA Meeting

**DDA Project Priorities:**

1. Klein Tool Building Redevelopment
2. Streetscape Reconstruction
3. South Parking Lot

**5. A. Financial Report**

**[Action]**

Attached is a revenue and expenditure report for the DDA through February 28<sup>th</sup>. The report shows revenue and expenditure activity for the month of February and fiscal year-to-date. It also illustrates the amount budgeted for each line item and the available balance in that line. Also attached is a report of the current cash balances in all accounts as of February 28<sup>th</sup>. I recommend a motion to accept the financial report. *Please refer to the attached revenue and expenditure report and cash balance report.*

**6. A. Consider Purchase and Development Agreement**

**[Action]**

Staff is very pleased to present a proposed Purchase and Development Agreement to transfer the former Klein Tool property to DH Roberts Construction. With the transfer of the property, the company proposes to redevelop approximately 22,000 square feet of the former factory nearest to Chicago Street for a Commercial Building with on-site parking. A Residential Building with a minimum of 26 to 32 market rate apartments would be built on the northern portion of the former factory site. The so-called “grass lot” at the corner of Water and North Streets would be developed for parking to support the development. The phases of construction are detailed in Exhibit B of the attached Agreement.

To guarantee the development, the company would supply a \$300,000 letter of credit and has agreed to “clawback” provisions in the Agreement. At the time that the building demolition is complete and the new Commercial Building is closed to the elements, the letter of credit would be released. At the time that the terms of a Michigan Department of Environment, Great Lakes, and Energy (EGLE) grant have been satisfied, the clawback on the factory property would be released. At the time that the Residential Building is complete, the clawback on the grass lot would expire.

The total investment is anticipated to be \$4 to \$7 million. Construction of the Commercial Building is expected to take 24 to 30 months. The Residential Building is anticipated to be complete within 4 to 7 years, depending on market conditions.

The City Attorney prepared the Agreement. He is working on Exhibits D and E. Exhibit C will be provided by DH Roberts Construction, prior to signing the Agreement.

I am very grateful for the collaborative work with Victor Face and Dan Loew with DH Roberts Construction. I am appreciative of their willingness to take on the risks of the project with the City. I believe that the Riverview Flats development will be transformational for the blighted factory site and for Downtown Jonesville. Thanks, too, for assistance from Don Toffolo and Gerry Arno in negotiating the

terms of the Agreement. I recommend that the DDA consider a motion to recommend that the City Council approve the Purchase and Development Agreement with DH Roberts Construction. *Please refer to the proposed Purchase and Development Agreement and the Riverview Flats concept plans.*

**6. B. Downtown Jonesville Mural Project** **[Information]**

This agenda item is reserved for an update from Connie Sexton with The Heritage Association will provide an update on the mural that is planned for the pedestrian alley between the Edward Jones and Playford Real Estate buildings.

**6. C. Streetscape and Road Diet Update** **[Information]**

This agenda item is reserved for updates regarding the Downtown streetscape and road improvement projects that are being coordinated with the Michigan Department of Transportation (MDOT).

**6. D. Fiscal Year 2023-24 Budget Recommendation** **[Action]**

Committee members Don Toffolo, Joe Ruden, and Mayor Gerry Arno met and prepared the enclosed recommendations for the 2023-24 fiscal year budget that begins on July 1<sup>st</sup>. The recommended budget calls for carryover of the streetscape, road diet and South Parking lot improvements. As the DDA is aware, the project schedule has been adjusted to seek Transportation Alternatives Program (TAP) grant funds and to coordinate those projects with the Michigan Department of Transportation (MDOT) resurfacing of Chicago Street. All DDA operations will be accomplished, including funding to support façade improvement grants. The Committee is recommending the proposed budget, as it meets all operational objectives and advances the top three DDA project priorities. A motion to recommend that City Council approve the proposed FY 2023-24 budget, as recommended by the Budget Committee or with amendments, will be necessary. *Please refer to the enclosed copy of the draft budget, the projected fund balance, and capital projects sheets.*

**8. A. Staff Updates** **[Information]**

This item is reserved to address status updates on projects, and to address others that members may have questions about.

User: LSPAHR

DB: Jonesville

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 02/28/2023	2022-23 AMENDED BUDGET	AVAILABLE		% BDGT USED
		MONTH 02/28/2023 INCREASE (DECREASE)	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	BALANCE	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY								
Revenues								
Dept 000 - BALANCE SHEET/REVENUE								
248-000-403.000	REAL PROPERTY TAXES	0.00	0.00	156,804.00	156,804.00		0.00	
248-000-403.075	PERSONAL PROP TAX REIMBURSEMENT	0.00	11,607.11	17,000.00	5,392.89		68.28	
248-000-665.000	INTEREST EARNINGS	87.96	965.15	25.00	(940.15)		3,860.60	
248-000-698.000	BOND PROCEEDS	0.00	0.00	600,000.00	600,000.00		0.00	
Total Dept 000 - BALANCE SHEET/REVENUE		87.96	12,572.26	773,829.00	761,256.74		1.62	
TOTAL REVENUES		87.96	12,572.26	773,829.00	761,256.74		1.62	
Expenditures								
Dept 442 - PARKING LOTS								
248-442-921.000	ELECTRICITY	66.55	518.68	1,500.00	981.32		34.58	
248-442-965.100	CONTRIB TO GEN FUND - PARKING LOT M&R	0.00	0.00	209,490.00	209,490.00		0.00	
Total Dept 442 - PARKING LOTS		66.55	518.68	210,990.00	210,471.32		0.25	
Dept 443 - SIDEWALKS								
248-443-702.000	SALARIES AND WAGES	329.57	716.87	600.00	(116.87)		119.48	
248-443-702.100	SALARIES AND WAGES - OVERTIME	0.00	0.00	50.00	50.00		0.00	
248-443-715.000	EMPLOYERS SHARE - FICA & MEDICARE	24.46	53.19	50.00	(3.19)		106.38	
248-443-716.000	HEALTH INSURANCE	35.67	80.96	50.00	(30.96)		161.92	
248-443-718.000	DISABILITY	2.02	4.77	5.00	0.23		95.40	
248-443-719.000	RETIREMENT - EMPLOYER PORTION	18.97	40.32	50.00	9.68		80.64	
248-443-721.000	LIFE INSURANCE	1.80	4.08	3.00	(1.08)		136.00	
248-443-722.000	EMPLOYEE ASSISTANCE PROGRAM	0.20	0.44	1.00	0.56		44.00	
248-443-723.000	DENTAL INSURANCE	6.57	14.01	10.00	(4.01)		140.10	
248-443-724.000	OPTICAL INSURANCE	1.20	2.53	2.00	(0.53)		126.50	
248-443-940.000	EQUIPMENT RENTAL	184.43	394.48	800.00	405.52		49.31	
Total Dept 443 - SIDEWALKS		604.89	1,311.65	1,621.00	309.35		80.92	
Dept 729 - DEVELOPMENT ACTIVITIES								
248-729-727.000	OFFICE SUPPLIES	0.00	9.74	0.00	(9.74)		100.00	
248-729-800.000	COMMUNITY PROMOTION-FACADE PROGRAM	0.00	0.00	15,000.00	15,000.00		0.00	
248-729-820.000	MEMBERSHIPS/DUES/SUBSCRIPTIONS	0.00	200.00	200.00	0.00		100.00	
248-729-965.101	CONTRIB TO GEN FUND-PURCH/IMPR	0.00	9,305.50	455,000.00	445,694.50		2.05	
248-729-965.200	CONTRIB TO GEN FUND	0.00	0.00	8,067.00	8,067.00		0.00	
248-729-965.300	CONTRIB TO GEN FUND - ADMIN/WAGES	15,035.50	22,553.25	30,071.00	7,517.75		75.00	
Total Dept 729 - DEVELOPMENT ACTIVITIES		15,035.50	32,068.49	508,338.00	476,269.51		6.31	
Dept 733 - DOWNTOWN/STREETSCAPE								
248-733-702.000	SALARIES AND WAGES	41.80	2,281.62	5,500.00	3,218.38		41.48	
248-733-702.100	SALARIES AND WAGES - OVERTIME	0.00	30.44	0.00	(30.44)		100.00	
248-733-715.000	EMPLOYERS SHARE - FICA & MEDICARE	3.20	171.63	500.00	328.37		34.33	
248-733-716.000	HEALTH INSURANCE	0.00	267.46	500.00	232.54		53.49	
248-733-718.000	DISABILITY	0.42	16.67	50.00	33.33		33.34	
248-733-719.000	RETIREMENT - EMPLOYER PORTION	2.09	131.76	300.00	168.24		43.92	
248-733-721.000	LIFE INSURANCE	0.24	14.02	30.00	15.98		46.73	
248-733-722.000	EMPLOYEE ASSISTANCE PROGRAM	0.02	1.44	5.00	3.56		28.80	

User: LSPAHR

DB: Jonesville

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 02/28/2023	2022-23 AMENDED BUDGET	AVAILABLE		% BGD USED
		MONTH 02/28/2023	INCREASE (DECREASE)			NORMAL	(ABNORMAL)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY								
Expenditures								
248-733-723.000	DENTAL INSURANCE	0.00	46.32	100.00	53.68	46.32		
248-733-724.000	OPTICAL INSURANCE	0.00	8.51	25.00	16.49	34.04		
248-733-740.000	OPERATING SUPPLIES	0.00	89.99	500.00	410.01	18.00		
248-733-910.000	INSURANCE	0.00	216.00	200.00	(16.00)	108.00		
248-733-921.000	ELECTRICITY	378.53	1,943.57	5,000.00	3,056.43	38.87		
248-733-921.100	ELECTRICITY - CHRISTMAS LIGHTS	0.00	551.30	1,100.00	548.70	50.12		
248-733-924.000	WATER AND SEWER	0.00	5.90	200.00	194.10	2.95		
248-733-930.000	REPAIRS & MAINTENANCE	0.00	0.00	800.00	800.00	0.00		
248-733-930.100	REPAIRS & MAINT - STREET LIGHTS	17.97	811.60	2,500.00	1,688.40	32.46		
248-733-940.000	EQUIPMENT RENTAL	53.52	1,256.75	2,700.00	1,443.25	46.55		
Total Dept 733 - DOWNTOWN/STREETScape		497.79	7,844.98	20,010.00	12,165.02	39.21		
Dept 895 - PROMOTIONS								
248-895-702.000	SALARIES AND WAGES	24.96	4,681.78	4,300.00	(381.78)	108.88		
248-895-715.000	EMPLOYERS SHARE - FICA & MEDICARE	1.88	349.00	400.00	51.00	87.25		
248-895-716.000	HEALTH INSURANCE	0.00	416.18	350.00	(66.18)	118.91		
248-895-718.000	DISABILITY	0.12	28.64	30.00	1.36	95.47		
248-895-719.000	RETIREMENT - EMPLOYER PORTION	1.75	287.89	300.00	12.11	95.96		
248-895-721.000	LIFE INSURANCE	0.13	24.24	20.00	(4.24)	121.20		
248-895-722.000	EMPLOYEE ASSISTANCE PROGRAM	0.01	2.52	5.00	2.48	50.40		
248-895-723.000	DENTAL INSURANCE	0.59	74.29	50.00	(24.29)	148.58		
248-895-724.000	OPTICAL INSURANCE	0.11	14.94	10.00	(4.94)	149.40		
248-895-882.000	DECORATIONS-CHRISTMAS/BANNERS/BOWS	0.00	2,286.97	2,000.00	(286.97)	114.35		
248-895-883.000	OTHER-LUMINATE/CELEBRATE/GATHER, ETC	0.00	0.00	1,100.00	1,100.00	0.00		
248-895-883.100	OTHER - RIVERFEST/JBA/ETC	0.00	600.00	2,000.00	1,400.00	30.00		
248-895-940.000	EQUIPMENT RENTAL	5.31	1,146.49	1,100.00	(46.49)	104.23		
Total Dept 895 - PROMOTIONS		34.86	9,912.94	11,665.00	1,752.06	84.98		
Dept 897 - OTHER ACTIVITIES								
248-897-965.301	CONTRIB TO DEBT SERVICE	0.00	2,173.00	58,346.00	56,173.00	3.72		
Total Dept 897 - OTHER ACTIVITIES		0.00	2,173.00	58,346.00	56,173.00	3.72		
TOTAL EXPENDITURES		16,239.59	53,829.74	810,970.00	757,140.26	6.64		
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:								
TOTAL REVENUES		87.96	12,572.26	773,829.00	761,256.74	1.62		
TOTAL EXPENDITURES		16,239.59	53,829.74	810,970.00	757,140.26	6.64		
NET OF REVENUES & EXPENDITURES		(16,151.63)	(41,257.48)	(37,141.00)	4,116.48	111.08		

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
*** Assets ***		
248-000-001.000	CASH - CHECKING	3,061.67
248-000-007.000	CASH - MI CLASS INVESTMENT ACCT	24,137.18
248-000-123.000	PREPAID EXPENSES	126.00
<b>Total Assets</b>		<b>27,324.85</b>
*** Liabilities ***		
248-000-202.000	ACCOUNTS PAYABLE	463.05
<b>Total Liabilities</b>		<b>463.05</b>
*** Fund Balance ***		
248-000-390.000	FUND BALANCE	68,119.28
<b>Total Fund Balance</b>		<b>68,119.28</b>
<b>Beginning Fund Balance</b>		<b>68,119.28</b>
<b>Net of Revenues VS Expenditures</b>		<b>(41,257.48)</b>
<b>Ending Fund Balance</b>		<b>26,861.80</b>
<b>Total Liabilities And Fund Balance</b>		<b>27,324.85</b>

**PURCHASE AND DEVELOPMENT AGREEMENT  
FOR  
KLEIN TOOL BUILDING  
JONESVILLE, MI 49250**

This Purchase and Development Agreement (“Agreement”) between, THE City of Jonesville, Michigan, a Michigan Municipality, whose address is 265 E. Chicago Street Jonesville, MI 49250 (hereinafter "City"); and VICTOR FACE ENTERPRISE, LLC, dba DH Roberts Construction, a Michigan Limited Liability Company, whose address is 222 Water Street, Jonesville, Michigan 49250 (hereinafter "Developer").

**RECITALS**

WHEREAS, the Developer is interested in purchasing property located at 121 Water Street, Jonesville, Michigan, as described more specifically in Exhibit A of this Agreement (hereinafter the "Property") from the City; and

WHEREAS, the City is willing to sell the Property to the Developer; and

WHEREAS, the Developer has proposed and intends to develop the Property including the construction of a mixed use commercial and residential Building and associated site improvements; and

WHEREAS, the City has determined that selling this property to the Developer will further the City’s goal of improving and revitalizing the City; and

WHEREAS, the Exhibits “A-E” attached to this Agreement are hereby incorporated in and made a part of this Agreement;

NOW THEREFORE, in consideration of the foregoing premises and of the covenants and agreements hereinafter contained, it is mutually agreed as follows:

- 1) Description of Property. The property is a parcel of real estate located in the City of Jonesville, Michigan as more particularly described in the legal description attached hereto as Exhibit “A” (hereinafter the "Property").



- 2) Sale. The City desires to sell and the Developer desires to purchase the Property, including all of City's right, title and interest in and to all appurtenances, easements, access rights and similar rights, under the terms and conditions contained herein.
- 3) Purchase Price. The purchase price for the Property (hereinafter "Purchase Price") shall be One and 00/100 Dollars (\$1.00) The Developer agrees to assume all other costs associated with the conveyance of the Property as outlined in this Agreement. The Developer and City agree and understand that as additional consideration for the Property, the Developer shall reconstruct and reconfigure the existing structure into a commercial building of just under 22,000 square feet and a residential building with 26 to 32 two- and three-bedroom apartments to be available for lease at market determined rates (the "Project"). A Description of the Project is attached hereto as Exhibit "B".
- 4) Irrevocable Standby Letter of Credit ("ISLOC"). Upon closing, the Developer shall establish an ISLOC to benefit the City in the amount of \$300,000.00 in the general form provided in Exhibit "C" and satisfactory to the City. The purpose of the ISLOC is to provide City with funds to remediate or complete the building improvements in the event that Developer fails to complete renovations to the project after initial demolition and completion of construction of a fourth wall and complete enclosure of the structure and the City exercises its Right of Reverter as set forth in Paragraph 10 of this Agreement. Drawdown or reduction of this ISLOC by the Developer shall be contingent upon completion of the phases of Development outlined in Section 14) b) ii) of this Agreement; and release of this ISLOC shall be contingent upon completion of construction of a fourth wall and complete enclosure of the structure.
- 5) City will provide Developer with a Commitment for Owner's Policy of Title Insurance. Developer must obtain and pay for a policy of title insurance in the amount of \$300,000.00 within ten (10) days of the closing.
- 6) Responsibility for Taxes and Other Charges. The City is a property tax-exempt entity and the purchased Property will remain tax exempt for the 2023 tax year. Any and all outstanding assessments or fees as of the closing date shall be the responsibility of the City. The City of Jonesville Assessor shall make the appropriate adjustments for the property tax roll on or before December 31, 2023, as required by Michigan law; and all subsequent property tax liabilities, associated fees and charges shall be the responsibility of the Developer.
- 7) Incentives. The City will support the Developer's pursuit of available incentives for the project including grants and local property tax abatements.
- 8) Closing Costs. Developer shall pay all transfer taxes, revenue or documentary stamps, recording fees, and any other closing costs.
- 9) Deed. The City will convey the Property by Warranty Deed (the "Warranty Deed") to the Developer at closing, the form of which is incorporated herein as Exhibit "D" of this Agreement. The Deed shall reference that it is subject to the terms and conditions of this Agreement including the Right of Reverter set forth in paragraph 10 a) of this Agreement, and shall be recorded with the Hillsdale County Register of Deeds.
- 10) City's Right of Reverter.

- a) Developer agrees to the City's Right of Reverter in order to ensure that the Developer does not default under the terms of this Agreement. Said right shall be set forth in the Warranty Deed that the City conveys to the Developer.
- b) If the Developer does not fulfill the conditions of this Agreement as listed in Section 14 "Representations and Warranties" for a period in excess of thirty (30) days after final resolution of any requests for extension, City will provide Developer with a Notice of Intent To Exercise the Right of Reverter, which Notice shall specify that if Developer does not provide proof of compliance with the "Representations and Warranties" or provide other acceptable assurances or accommodations within Ten (10) days of receipt of the Notice of Intent To Exercise the Right of Reverter, then City may exercise the Right of Reverter on the Property, with all the rights allowed under Michigan law. In exercising the Right of Reverter, the City may forcibly remove any materials and/or objects on the Property. The Right of Reverter reserved by the City regarding Parcels I and II as described in Exhibit "A", shall be fully released upon completion of construction of the fourth wall to the structure and roofing necessary to completely enclose the building as well as receipt by the City of confirmation that all conditions associated with issuance of a certain Grant from the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE), have been fulfilled and that EGLE has released the subject property from further enforcement action against the City or Developer. The Right of Reverter reserved by the City regarding Parcel IV as described in Exhibit "A" shall remain until such time as Developer has completed construction and obtained a Certificate of Occupancy regarding Phase II as described in Exhibit "B".

11) Due Diligence Investigation.

- a) City and Developer agree that the Developer was provided access to the Property in order to perform any inspections and has been able to complete a thorough investigation of the Property ("Due Diligence Investigation").
- b) The Developer agrees and understands that the City will convey the Property to the Developer and that the Developer will only use the property consistent with the terms, conditions and understanding of this Agreement.

12) Condition of Property. The Developer takes the Property in an "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition and no warranties.

13) Closing. Developer and City agree that Closing shall be scheduled within ninety (90) days after the execution of this Agreement. At the Closing the City and the Developer shall execute the following documents:

City shall:

- a) Execute and deliver to Developer a Warranty Deed for the Property in recordable form;
- b) Deliver possession of the Property to Developer subject to the permitted exceptions; and
- c) Provide Developer with a Commitment for Title Policy in the amount of \$300,000.00 at the expense of the Developer.

Developer shall:

- d) Pay all transfer taxes, revenue or documentary stamps, and any other closing costs;

- e) Present an Irrevocable Standby Letter of Credit (ISLOC) benefitting the City in the amount of \$300,000.00; the terms of which are described in Section 4 and the form for which is provided in Exhibit “C”; and
- f) Provide Proof of Insurance as outlined in Section 20 of this Agreement.

14) Representations and Warranties.

- a) As of the date of this Agreement, the following representations and warranties of Developer shall be deemed made and effective, all of which are deemed material to City and are being relied upon by City:
  - i) Developer has the full right, capacity, power to enter into, and stands ready to perform, this Agreement and the transactions contemplated herein;
  - ii) Developer agrees to accept immediate custody, possession and control of the Property upon receipt of the Warranty Deed from the City. Upon accepting possession of the Property, the Developer agrees to begin the Development approvals process; and
  - iii) Developer agrees to proceed with construction at a reasonable pace and obtain a Certificate of Occupancy for the proposed building.

b) Development Plan.

- i) The Developer must complete the Development of the commercial portion of the project within 1095-days (36-months) after the receipt of approval from the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) regarding funding for the project which is anticipated to be received by August 2023, unless a written extension has been approved by the City. Further, the Developer must provide City with the following:

ii)

Within Six Months (by February 2024):

- Final project financing, including State grants to be issued to the City and/or developer, necessary to complete the project will be determined.
- Final development plan drawings completed.
- Submit Site Plan and Special Land Use applications and plan drawings, consistent with the requirements of the City’s Zoning Ordinance, for review by the Planning Commission.

Within One Year (by August 2024):

- Submit building permit application to Hillsdale County Building Inspection Department and building design documents for the commercial/retail building improvements.
- Demolition of the other portions of the former factory to begin.

Within Two Years (by August 2025):

- Submit building permit application to Hillsdale County Building Inspection Department and building design documents for the residential building improvements.

Within Thirty Months (by February 2026):

- Occupancy permits issued for retail/commercial building improvements, pending final tenant build-out.
- Construction begins on residential building improvements.

Within Four To Seven Years (by August 2027-2030):

- Occupancy permits issued for the residential building improvements.
- iii) The City agrees that upon provision of the requisite documentation by the Developer and written concurrence by the City of work completed, the ISLOC required under Section 4 of this Agreement may be drawn down by a corresponding amount in accordance with the following schedule:
- (1) Reduced to \$275,000.00 upon completion of the following:
    - (a) Submission of a Site Plan application and Site Plan documents prepared by a registered architect and/or engineer.
  - (2) Reduced to \$175,000.00 upon completion of the following:
    - (a) Demolition of the of the portion of the existing structure as set forth in the approved Site plan.
  - (3) The City shall release the ISLOC upon completion of construction of the fourth wall to the structure and roofing necessary to completely enclose the building.
- If the Developer determines that it cannot completely perform all of its obligations within the timeframes stipulated, the Developer may request an extension in writing from the City. The request for extension shall set forth the reasons for delay, any changes in condition that have caused the delay, the Developer's detailed plan to complete the project and a revised timeline for achieving benchmarks and completion of the project. After consideration of the request for extension of deadlines, the City shall respond to such request within thirty (30) days of receipt of the same. The response by the City may approve the request or may request additional information or assurances that the Developer's revised estimate of completion is reasonably achievable. Upon receipt if such additional information as may be requested by City, City shall within thirty (30) days of receipt of such information either approve the extension or propose alternative deadlines for completion. City and Developer hereby obligate themselves to act in a good faith and timely manner in responding to requests for extension or requests for additional information or assurances pursuant to this paragraph.
- c) The City agrees that construction will be performed in accordance with the Michigan Building Code in effect at the time of the application for a Building Permit.
  - d) All such representations, warranties, covenants and agreements by City or Developer shall be true and accurate as of the date of this Purchase and Development Agreement, during the term hereof and as of the date of Closing.
  - e) City and Developer shall promptly disclose to one another any facts or circumstances of which City or Developer gains knowledge after the date of this Agreement and prior to the closing which would make any warranty or representation untrue in any material respect or which would, without such disclosure, make any warranty or representation misleading in any material respect.
  - f) Developer agrees and understands that the representations and warranties listed in this section shall survive any third party conveyance by the Developer. Developer further

agrees and understands that should it decide to convey the Property to a third party all representations or warranties, whether expressed or implied, existing in this Agreement shall be the sole responsibility of the Developer.

15) Default.

- a) If the Developer breaches any of the terms set forth in this Agreement, the Developer has the responsibility to give written notification of the default(s) under the notice provisions listed in this Agreement.
- b) Upon learning of any default, either from the Developer or upon its own investigation, the City may send a formal written notice of the default(s) to the Developer. The Developer shall respond in writing within 10-days of such notice of its plan to cure the default(s) and the time frame for completion of remediation of all default(s).
- c) Upon receipt of Developer's plan to cure default(s), City shall grant Developer a period of thirty (30) days or such longer time period as City deems reasonable to cure the default(s).
- d) If Developer fails to fully cure all default(s) as set forth in its plan to cure default(s) in the time period allowed by City for such cure, the Developer agrees that the City is hereby authorized to access the ISLOC, the form of which is provided in Exhibit "C", as compensation for the property; and/ or to invoke the Right of Reverter provisions listed in this Agreement and referenced on the Warranty Deed described in Exhibit "D".

16) Remedies Upon Default.

- a) At any time after the occurrence of, and during the continuance of a Default by the Developer or any breach of any of the Developer's Representations or Warranties, the City shall have all of the following rights and remedies, which shall be cumulative:
  - i) The City may submit a claim against any remaining portions of the Irrevocable Standby Letter of Credit (ISLOC), the proceeds of which shall be considered fair market compensation for the property.
  - ii) The City may exercise its rights under the Right of Reverter provisions listed in Section 10 of this Agreement to the extent that such Right of Reverter has not previously been released.
- b) In no event shall the City its officers, agents and/or employees, be liable to the Developer in damages for any act, error, omission, breach or violation of this Agreement.

17) Brokerage. City and Developer represent that neither has used the services of any broker.

18) Termination of Agreement. The Parties have agreed that this Agreement shall terminate on the earlier of:

- a) The date in which all terms and benefits of this Agreement have been satisfied, which shall be evidenced by a written Satisfaction of Agreement from the City in the form provided in Exhibit "E"; or
- b) Upon an Event of Default which has not been cured, and reversion to the City.

19) Insurance. Upon delivery of the Warranty Deed from City to Developer, the Developer shall, at its sole cost, provide evidence of the following insurance:

- a) Developer shall purchase and maintain, and require that any contractor or subcontractor hired by Developer purchases and maintains, Comprehensive General Liability Insurance with minimum limits of bodily injury of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate and with minimum limits for property damage of \$1 Million per occurrence and \$2 Million Dollars aggregate; and
- b) Developer shall purchase and maintain Builders Risk Insurance on the Property to equal the amount of any construction undertaken by the Developer. If, during the term of this Agreement, a change in conditions or other pertinent factors should, in the reasonable judgment of City, render inadequate the insurance limits, Developer will furnish, on demand, such additional coverage as may reasonably be required and available under the circumstances. All insurance policies must be written by carriers authorize and licensed to do business in the State of Michigan.
- c) All insurance policies described in this section must name Developer as the insured and the City and the City of JONESVILLE as additional insured, and shall be kept in full force and effect.

20) Indemnification. Developer agrees to indemnify, defend and hold harmless, the City, as well as any officer, agent and/or employee of the City, from any legal action instituted by a third party against the City and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from:

- a) The conveyance or re-conveyance of the Property back to the City.
- b) Developer or Developer's lenders, contractors, subcontractors, agents, employees, material providers, laborers and any other person, firm or corporation furnishing or supplying funding, work, services, materials or supplies in connection with the development of the Property referenced under this Agreement.
- c) Any person or entity injured or damaged by any act, omission, error, act of misconduct, and/or negligent act of Developer or Developer's lenders, contractors, subcontractors, agents, employees, material providers, laborers and any other person, firm, or corporation furnishing or supplying funding, work, services, materials or supplies in connection with the development of the Property referenced under this Agreement.
- d) To the extent permitted by law, Developer must defend, indemnify and hold harmless the City, its employees, agents, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, judgments settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way to any environmental contamination on, over, under, from or affecting the Property.

21) Environmental Matters and Release of Predecessors in Interest.

- a) Developer acknowledges and agrees that (1) Developer has independently examined, inspected, and investigated to the full satisfaction of Developer, the physical nature and condition of the Property, including, without limitation, its environmental condition, (2) except as expressly set forth in this Agreement, neither City nor Klein Tools nor any agent, member, officer, partner, employee, representative, broker or third party

consultant of City or Klein Tools has made any representation whatsoever regarding the subject matter of this Agreement or any part thereof, including (without limiting the generality of the foregoing) representations as to the physical nature or environmental condition of the Property, the existence or non-existence of petroleum, asbestos, lead paint, fungi, including mold, or other microbial contamination, termites, hazardous substances or wastes, underground or above ground storage tanks or any other environmental hazards on, under or about of the Property, the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental or quasi-governmental authority (including, without limitation, the Fair Housing Act and the Americans with Disabilities Act) or the habitability, merchantability, marketability, profitability, fitness or development of the Property for any purpose and (3) except as expressly set forth in this Agreement, Developer, in executing, delivering and performing this Agreement, does not rely upon any statement, offering material, operating statement, historical budget, engineering structural report, any environmental reports, development plans, information, or representation to whomsoever made or given, whether to Jonesville or others, and whether directly or indirectly, orally or in writing, made by any person, firm or corporation, and Developer acknowledges that any such statement, information, offering material, operating statement, historical budget, report or representation, if any, does not represent or guarantee future performance of the Property. Except as set forth elsewhere in this Section 21 of this Agreement, City shall deliver, and Developer shall take, the Premises in its "as is" "where is" condition and with all faults on the Closing Date, including without limitation, any notes or notices or violations of law or municipal ordinances, orders or requirements imposed or issued by any governmental or quasi governmental authority having or asserting jurisdiction, against or affecting the Premises and any conditions which may result in violations. The provisions of this Section 21(a) shall survive the Closing or the earlier termination of this Agreement.

- b) Except as set forth elsewhere in this Section 21 (and for the absence of doubt, in the event of any conflict between the provisions of this Section 21(b) and Section 21(e), Section 21(e) shall control), Klein Tools who is the predecessor in interest to the City to the Property shall retain liability Post-Closing for, and shall Post-Closing indemnify, defend and hold harmless City and Developer from and against and will reimburse Jonesville and Developer for, any and all damages, losses, costs, obligations, claims, suits, demands, assessments, judgments or liabilities resulting from or in connection with any and all Environmental Conditions that exist (if any), in whole or in part, as of December 28, 2010, which was the Closing Date of the Transfer from Klein Tools to City, if and only to the extent such Environmental Conditions extend beyond the boundaries of the Property and demonstrably originate from a source on, at or under the Property on December 28, 2010, which was the Closing Date of the Transfer from Klein Tools to City (and, for clarity, in no case directly or indirectly resulting from any Jonesville's or Developer's contractors', agents', or assigns' investigations, corrective actions, operations and development of the Property), and, in each such instance, providing that such Environmental Conditions require corrective action under the Environmental Laws, such that reimbursement hereunder is necessary to assure reasonable compliance under the said Environmental Laws.
- c) Except as set forth in Section 21(b) of this Agreement, Developer hereby waives, releases, holds harmless and forever discharges City and Klein Tools, their affiliates, subsidiaries, officers, directors, shareholders, employees, independent contractors, partners, representatives, agents, successors and assigns (collectively, the "Released

Parties"), and each of them, from any and all causes of action, claims, assessments, losses, damages (compensatory, punitive or other), liabilities, obligations, reimbursements, costs and expenses of any kind or nature, actual, contingent, present, future, known or unknown, suspected or unsuspected, including, without limitation, interest, penalties, fines, and attorneys' and experts' fees and expenses, whether caused by, arising from, or premised, in whole or in part, upon Environmental Conditions (as defined below), and notwithstanding that such acts or omissions are negligent or intentional, or premised in whole or in part on any theory of strict or absolute liability, which Jonesville, its successors or assigns or any subsequent owner of the Property may have or incur in any manner or way connected with, arising from, or related to the Property. Developer agrees, represents and warrants that the matters released herein are not limited to matters which are known, disclosed, suspected or foreseeable, and Developer hereby waives any and all rights and benefits which it now has, or in the future may have, conferred upon Developer by virtue of the provisions of any law which would limit or detract from the foregoing general release of known and unknown claims. The provisions of this Section 21(c) shall survive the Closing or termination of this Agreement.

- d) Developer covenants that Developer, its agents, employees and contractors, shall conduct all operations on the Property in compliance with all applicable laws Environmental Laws (as defined below) including without limitation, obtaining and maintaining in effect (or requiring the obtaining and maintaining by a third party of), any and all permits, approvals, authorizations, licenses and consents necessary for or applicable to the use of the Property by any person or entity pursuant to the Environmental Laws ("Permits").
- e) Developer, at its sole expense, shall be solely responsible Post-Closing for, and shall hold harmless City and Klein Tools from any and all damages, losses, costs, obligations, claims, suits, demands, assessments, judgments or liabilities resulting from or in connection with any of the following: (i) taking all precautions with respect to and conducting any investigation or remediation Necessary or required under applicable Environmental Laws which relate to any person or entity's Post-Closing presence or activities on or use of the Property, or Environmental Conditions at, on or under the Property including without limitation, due care obligations under Section 7a of Part 201(as defined below); and (ii) any and all investigation or remediation costs related to Environmental Conditions at the Property which are either initially incurred or initially discovered in whole or in part after Closing as a result of planning for or implementing redevelopment efforts at the Property. Jonesville covenants that in any future sale, transfer or lease transaction with respect to the Property, it shall include binding provisions in any transactional documents obligating the counterparties thereto to release and hold harmless Klein Tools to the same extent Jonesville is obligated under Sections 21(a), (c) and (e), further insulating Klein Tools against any potential liability assumed by Jonesville in this Section 21.
- f) For purposes of this Agreement, "Environmental Conditions" means any of the following conditions at or near the Property: (i) the presence, release or threatened release of hazardous materials or substances into the environment (including air, soil, surface water, groundwater, natural resources, and subsurface strata); (ii) the past or current presence of aboveground or underground storage tanks, landfills or other disposal areas; (iii) any actual or alleged violation of environmental laws or regulations in connection with the Property and/or any property conditions; and (iv) any building,



structural materials, or other condition that could present a risk to human health or the environment or result in liabilities under any environmental laws with respect to the Property.

- g) For purposes of this Agreement, "Environmental Laws" means those Laws which regulate or in any manner relate to, human health, natural resources or the environment, including without limitation, the federal Clean Air Act, as amended, the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the federal Water Pollution Control Act, as amended, the federal Occupational Safety and Health Act of 1970, as amended, the federal Resource Conservation and Recovery Act of 1976, as amended, the federal Hazardous Materials Transportation Act of 1975, as amended, the federal Safe Drinking Water Act, as amended, and the federal Toxic Substances Control Act, as amended, and all similar state and local laws, rules, regulations and ordinances, including without limitation, all parts of the Michigan Natural Resources and Environmental Protection Act and corresponding rules, including Part 201 of Michigan's Public Act 451 of 1994, as amended, and its corresponding administrative rules ("Part 201") and all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, as in effect on or as may be amended after the date of this Agreement.
- h) The provisions of this Section 21 shall survive the Closing.

22) Miscellaneous.

- a) Governing Law. This Agreement shall be governed by the laws of the State of Michigan or applicable Federal Law as the circumstances shall dictate.
- b) Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts shall together constitute only one agreement.
- c) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then all the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.
- d) Written Notice. All requirements for written notice contained in this Agreement shall be accomplished by any one of the following methods:
  - i) Personal service with service being effective upon delivery, or
  - ii) Certified mail, return receipt requested, with service being effective on the date of receipt or second attempted delivery.
  - iii) Notices shall be addressed as follows:

City:

City Manager  
City of JONESVILLE  
265 E. Chicago Street  
JONESVILLE, MI 49250  
(517) 849-2104

Developer:

DH Roberts Construction

222 Water Street  
Jonesville, Michigan 49250

- e) Binding Effect. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.
- f) Entire Agreement. This Agreement contains the entire understanding of the parties hereto as to the matters provided for herein; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Agreement cannot be changed or modified orally, but only by an agreement in writing signed by each of the parties hereto.
- g) Effective Date. The City and the Developer agree that this Purchase and Development Agreement shall be considered effective on the date it is signed by both parties. If the parties sign on separate days, the Agreement will be effective on the date of the final signature.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year first above written.

City of Jonesville, Michigan

\_\_\_\_\_  
By: Jeffrey M. Gray, City Manager

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

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF HILLSDALE)

This Purchase and Development Agreement was acknowledged before me on \_\_\_\_\_, 2023, by Jeffrey M. Gray, City Manager, City of Jonesville.

\_\_\_\_\_  
Notary Public  
Hillsdale County, Michigan  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
DH Roberts Construction

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

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

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

STATE OF MICHIGAN    )  
                                  ) ss  
COUNTY OF HILLSDALE)

This Purchase and Development Agreement was acknowledged before me on  
\_\_\_\_\_, 2023, by \_\_\_\_\_(name),  
\_\_\_\_\_ (title).

\_\_\_\_\_  
Notary Public  
Hillsdale County, Michigan  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### Legal Description

LAND SITUATED IN THE CITY OF JONESVILLE, HILLSDALE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

PARCEL I (TAX PARCEL ID 30 21 060 001 038):

LOTS 21, 22, 23, 24 AND THE VACATED ALLEY BETWEEN LOTS 22 AND 23 OF JONES PLAT OF THE VILLAGE OF JONESVILLE, BEING A PART OF THE NORTHWEST ¼ OF SECTION 4, TOWN 6 SOUTH, RANGE 3 WEST, FAYETTE TOWNSHIP, HILLSDALE COUNTY, MICHIGAN.

ALSO: A PARCEL OF LAND BEING PART OF THE VACATED NORTH STREET, BETWEEN LOTS 2 AND 21 OF JONES PLAT OF THE VILLAGE OF JONESVILLE, BEING PART OF THE NORTHWEST ¼ OF SECTION 4, TOWN 6 SOUTH, RANGE 3 WEST, FAYETTE TOWNSHIP, HILLSDALE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 21 OF JONES PLAT; THENCE SOUTH 61 DEGREES 45 MINUTES 47 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LOT 21, 177.38 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 12 SECONDS WEST 31.0 FEET; THENCE NORTH 71 DEGREES 31 MINUTES 26 SECONDS EAST 82.58 FEET; THENCE SOUTH 27 DEGREES 44 MINUTES 06 SECONDS EAST 10.0 FEET; THENCE NORTH 61 DEGREES 45 MINUTES 47 SECONDS EAST 96.0 FEET; THENCE SOUTH 27 DEGREES 44 MINUTES 06 SECONDS EAST 7.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 21, THE POINT OF BEGINNING.

PARCEL II (TAX PARCEL ID 30 21 060 001 004):

THE SOUTH HALF OF LOT 2, OF JONES PLAT OF THE VILLAGE OF JONESVILLE, BEING PART OF THE NORTHWEST ¼ OF SECTION 4, TOWN 6 SOUTH, RANGE 3 WEST, FAYETTE TOWNSHIP, HILLSDALE COUNTY, MICHIGAN.

ALSO: A PARCEL OF LAND BEING PART OF VACATED NORTH STREET, BETWEEN LOTS 2 AND 21, OF JONES PLAT OF THE VILLAGE OF JONESVILLE, BEING PART OF THE NORTHWEST ¼ OF SECTION 4, TOWN 6 SOUTH, RANGE 3 WEST, FAYETTE TOWNSHIP, HILLSDALE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2 OF JONES PLAT; THENCE SOUTH 27 DEGREES 44 MINUTES 06 SECONDS EAST ALONG THE EXTENSION OF EASTERLY LINE OF SAID LOT 2, 15.0 FEET; THENCE SOUTH 61 DEGREES 45 MINUTES 47 SECONDS WEST, 90 FEET; THENCE NORTH 27 DEGREES 44 MINUTES 06 SECONDS WEST, 15.0 FEET, TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 61 DEGREES 45 MINUTES 47 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 2, 90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, THE POINT OF BEGINNING.

PARCEL IV (TAX PARCEL ID 30 21 060 001 036):

THE NORTH ½ OF LOT 20, ALSO THE WESTERLY 33 FEET OF THE NORTH ½ OF LOT 19 OF JONES PLAT OF THE VILLAGE OF JONESVILLE, BEING PART OF THE NORTHWEST ¼ SECTION 4, TOWN 6 SOUTH, RANGE 3 WEST, FAYETTE TOWNSHIP, HILLSDALE COUNTY, MICHIGAN.

ALL BEING PART OF THE JONES PLAT OF THE VILLAGE OF JONESVILLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 1 OF DEEDS, PAGE 4, HILLSDALE COUNTY RECORDS.

ACCESS EASEMENT: AN EASEMENT AND RIGHT-OF-WAY FOR DRIVEWAY PURPOSES DESCRIBED AS: ALL THAT PART OF A STRIP OF LAND 18.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 21 OF JONES PLAT OF THE VILLAGE OF JONESVILLE, ACCORDING TO THE RECORDED PLAT THEREOF, SAID NORTHEAST CORNER ALSO BEING THE INTERSECTION OF THE SOUTH LINE OF NORTH STREET AS VACATED, WITH THE WEST LINE OF WATER STREET; THENCE N27°-44'-06"W, 46.23 FEET TO THE TRUE POINT OF BEGINNING; AND RUNNING THENCE S82°-34'-29"W, 31.44 FEET; THENCE S64°-20'-09"W, 61.31 FEET; THENCE S50°-19'-09"E, 23.54 FEET; THENCE S34°-59'-09"W, 19.63 FEET; THENCE S20°-43'-09"W, 24.73 FEET; THENCE S58°-29'-41"E, 31.70 FEET TO THE SOUTH LINE OF SAID NORTH STREET AS VACATED AND THE POINT OF ENDING OF SAID CENTERLINE.

TOGETHER WITH AND SUBJECT TO THE TERMS AND CONDITIONS CONTAINED THEREIN AS RECORDED IN LIBER 522, PAGE 63 OF DEEDS, HILLSDALE COUNTY RECORDS.

## **EXHIBIT B**

### **Description of the Project**

The project will generally be developed as depicted in the Riverview Flats Development concept prepared by the Developer and approved by the City on December 14, 2022 ("Concept Plan"). The Concept Plan anticipates a market demand for both commercial and residential uses on the former factory site. It is anticipated that the project will be developed in two phases, generally described as follows:

#### **Phase I – Commercial Building:**

The northern approximately two-thirds of the existing factory will be demolished. The southernmost portion of the building, totaling approximately 22,000 square feet, will be developed for commercial uses consistent with others currently in Downtown Jonesville and allowed by the City of Jonesville Zoning Ordinance. The industrial appearance of the building will be enhanced with additional window openings, customer entries, lighting, and signage, similar to the depiction shown in the Concept Plan.

Private surface parking would be developed on-site, north of the Commercial Building during this phase, as well. Other site improvements are contemplated and would be developed to suit a future tenant or tenants, and may include such things as river walk enhancements, outdoor seating areas, and site landscaping. Such improvements will be depicted on final site plans for the project.

#### **Phase II – Residential Building:**

North of the Commercial Building, a multiple-family Residential Building would be constructed, as generally depicted in the Concept Plan. The Residential Building would consist of a minimum of 26 to 32 two- and three-bedroom apartments. The units would be available at market determined rates for rent and/or for sale.

A combination of on-site and off-site parking is contemplated to serve the Residential Building. The feasibility of underground on-site parking will be explored. Off-site surface parking will be developed on the property designated as Parcel IV in Exhibit A. Additional site improvements for outdoor amenities, river views, private recreation, and the like to improve the marketability of the Residential Building will be developed with Phase II and depicted on final site plans for the project.

#### **Electrical Substation:**

There is an electrical substation owned by Consumers Energy in the area between Parcel I and Parcel II described in Exhibit A. The City and Developer will work in good faith to collaborate with Consumers Energy to identify and determine the feasibility of enhancements and modifications to the substation that will improve the marketability of the project. Consumers Energy is not a party to this agreement and any such changes are subject to their approval.

**EXHIBIT C**

Form of Irrevocable Standby Letter of Credit (ISLOC)

**EXHIBIT D**

Form of Warranty Deed



**EXHIBIT E**

Satisfaction of Agreement

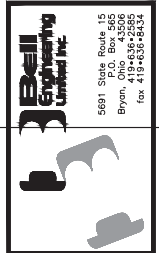
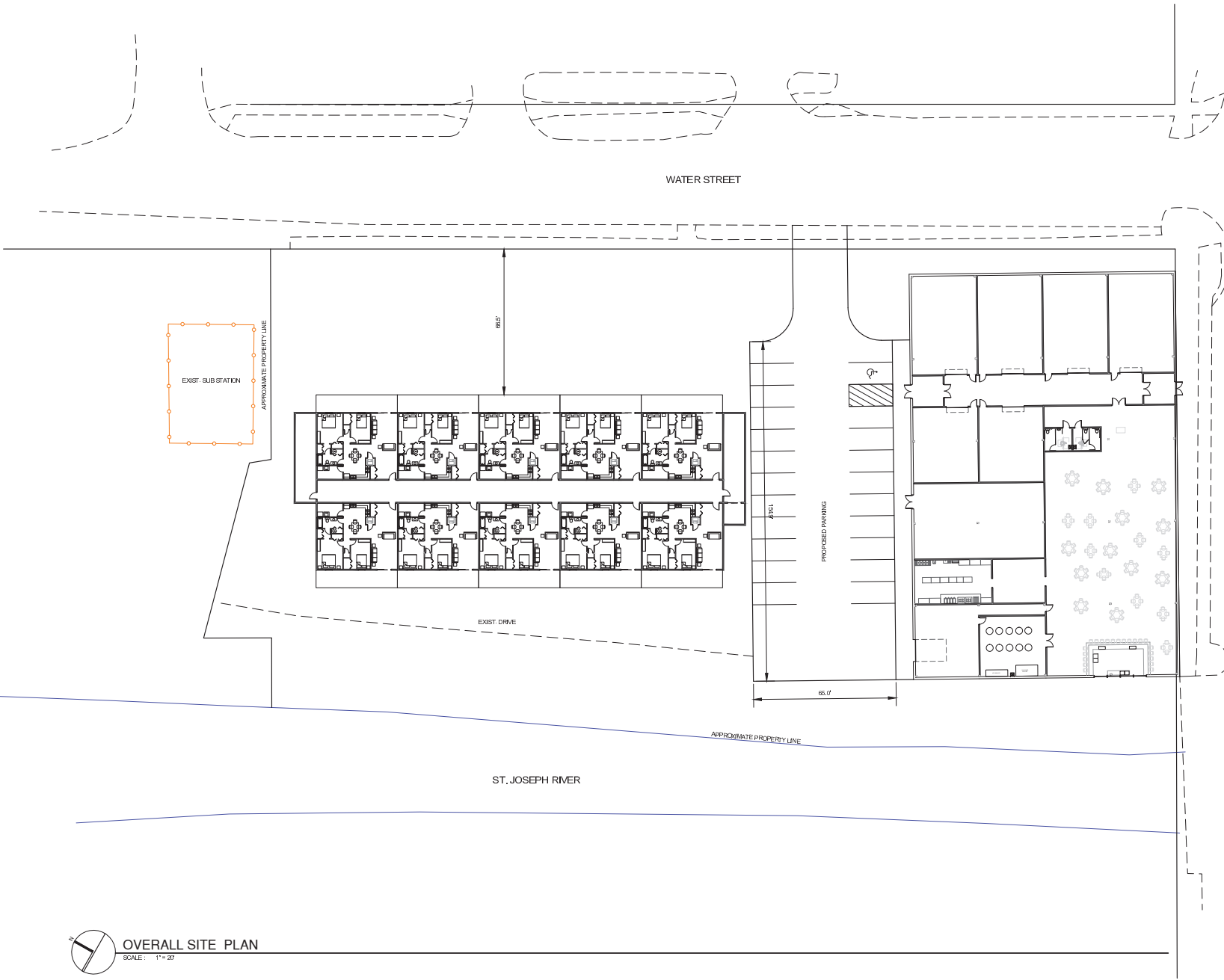


*DH Roberts Construction of Jonesville*

*Riverview Flats Development*

*2022*

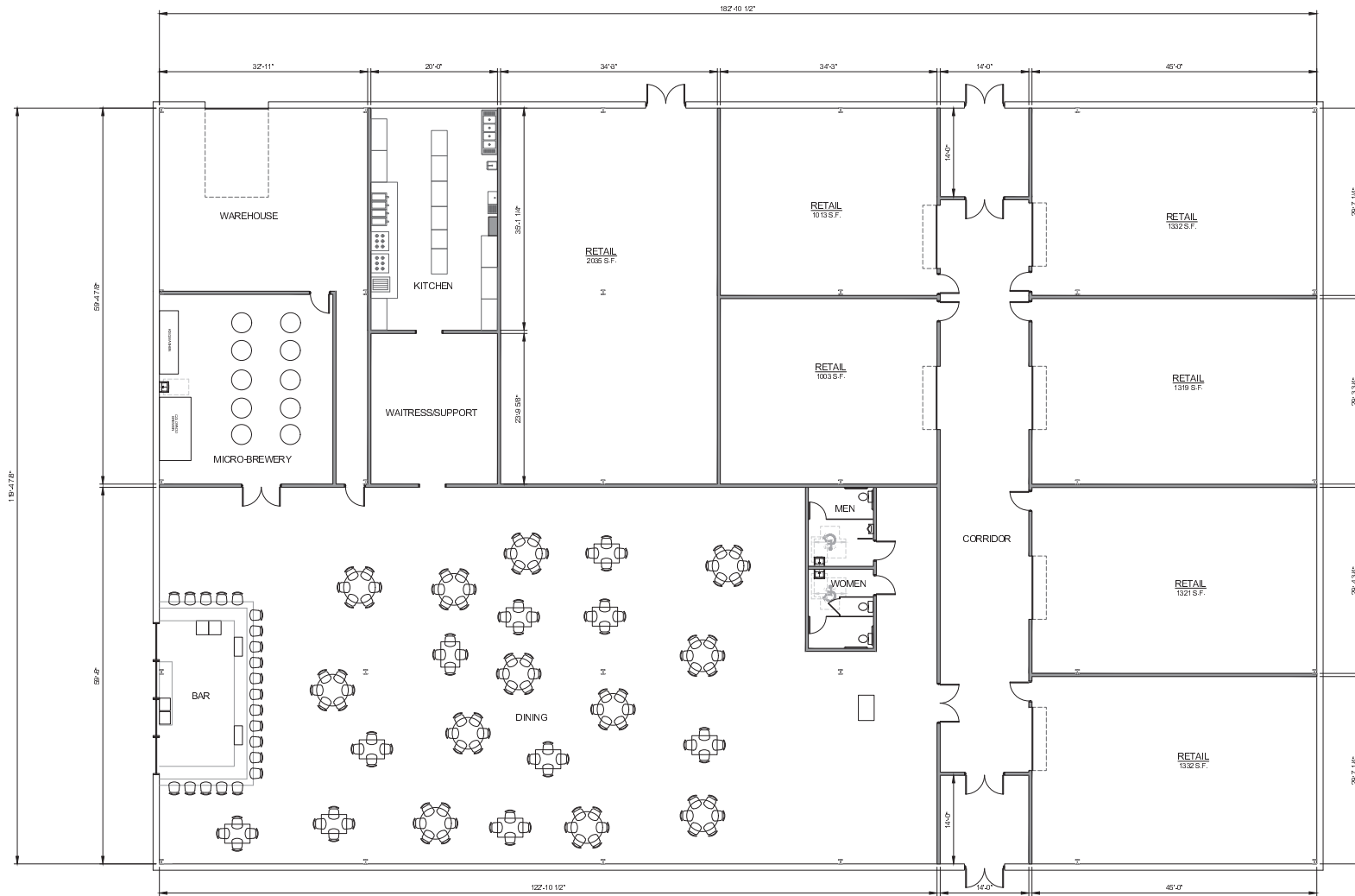
**A & A**



PROPOSED PROPERTY DEVELOPMENT for  
**D.H. ROBERTS CONSTRUCTION, INC.**  
 JONESVILLE, MICHIGAN  
**OVERALL SITE PLAN**

Job No:  
**22-061**

**C0.1**



EXISTING BUILDING ~ 21,836 S.F.

 **FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

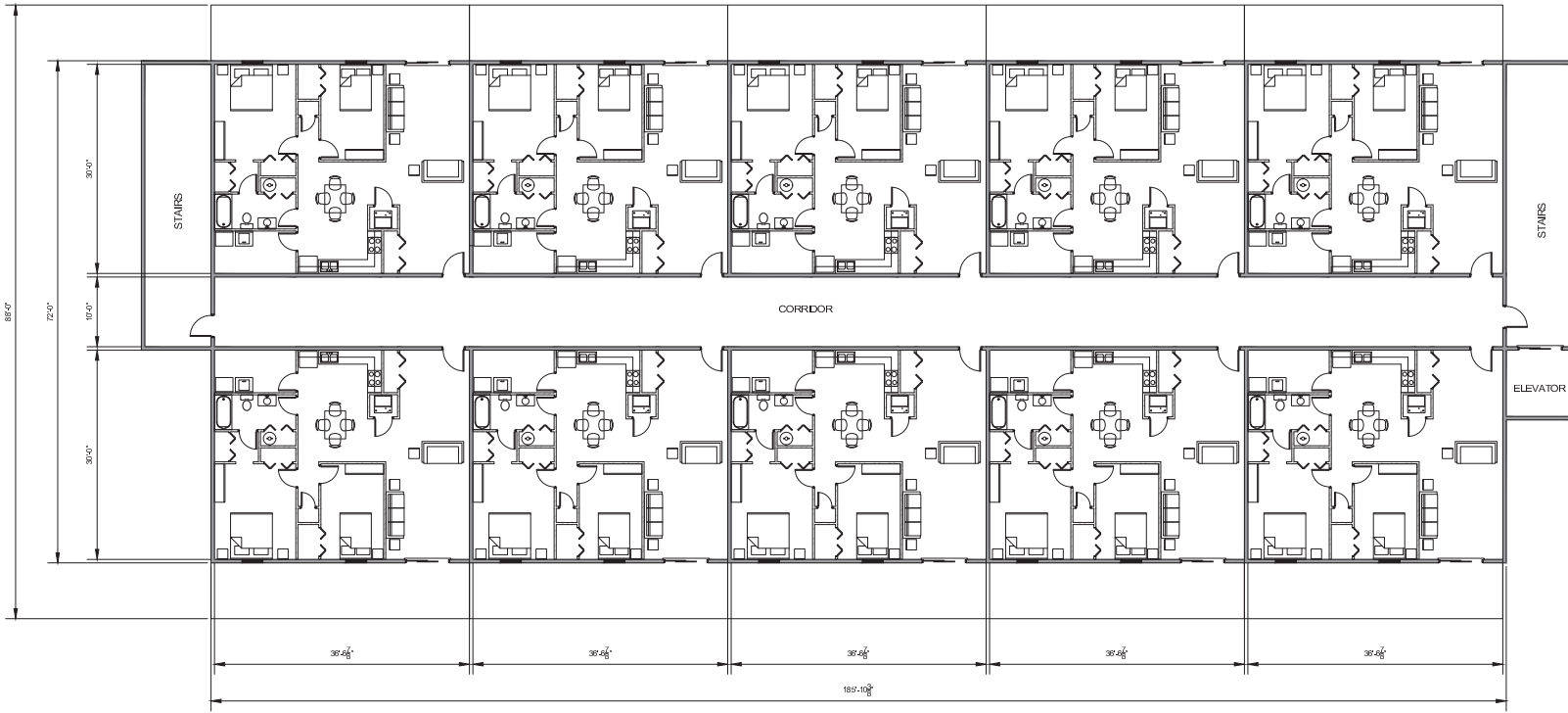


**Bell Engineering & Construction Inc.**  
5891 State Route 15  
Brynar, Ohio 43208  
Tel: 614-885-8400  
Fax: 614-885-8425

PROPOSED BUILDING RENOVATION for  
**D.H. ROBERTS CONSTRUCTION INC.**  
JONESVILLE, MICHIGAN  
**FLOOR PLAN**

Job No:  
**22-061**  
ISSUE DATES:

**A1.1**



**FIRST & SECOND FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"



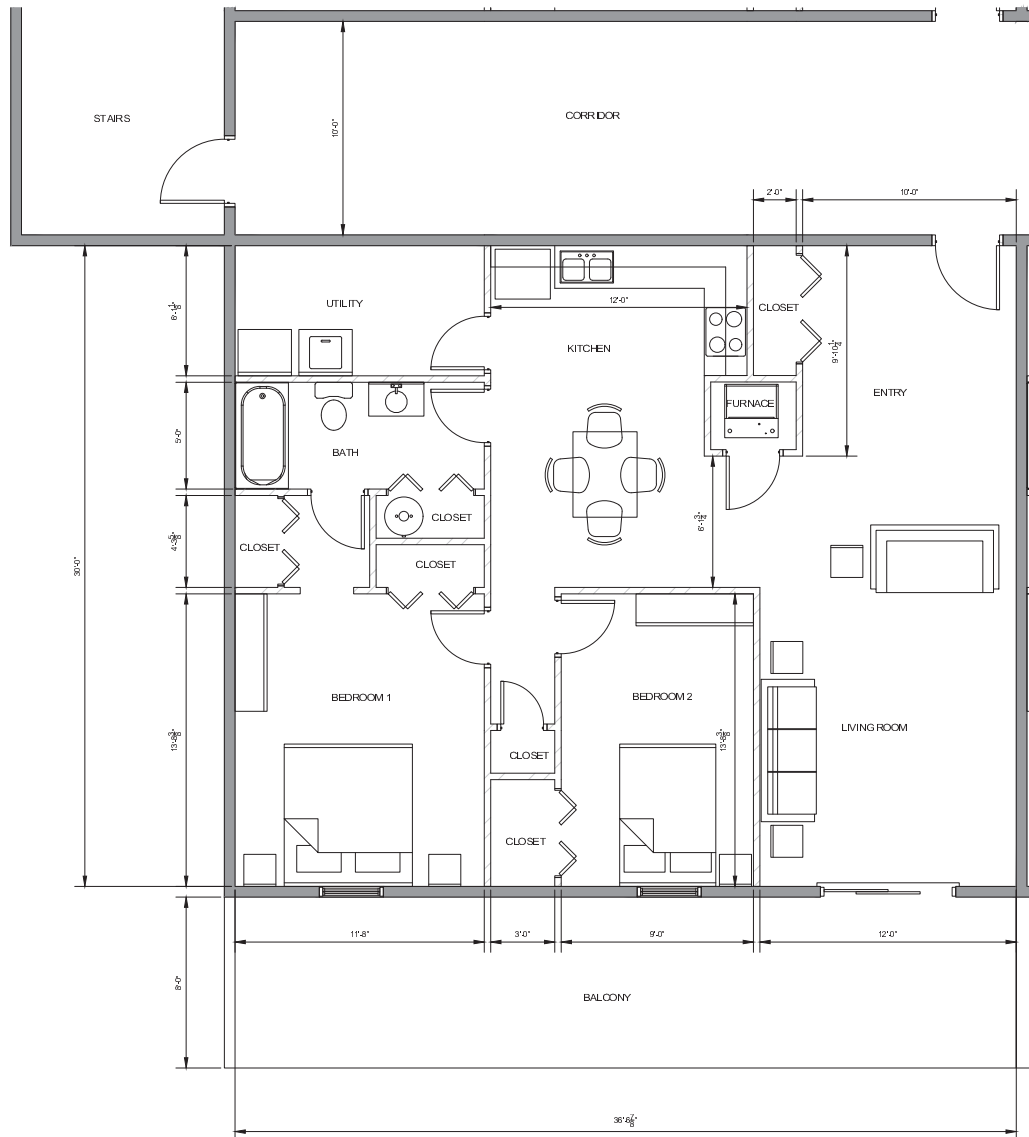
Bell Engineering Limited Inc.  
 5691 State Route 15  
 P.O. Box 1000  
 Bryan, PA 16804  
 412.838.2855  
 fax: 412.838.0561

PROPOSED RESIDENTIAL APARTMENTS for  
**D.H. ROBERTS CONSTRUCTION, INC.**  
 JONESVILLE, MICHIGAN

**OVERALL FLOOR PLAN  
 FIRST & SECOND FLOOR**

Job No:  
**22-061**  
 12-07-22 PRELIMINARY

**A1.1**



**ENLARGED UNIT FLOOR PLAN - FIRST & SECOND FLOOR UNITS**

SCALE: 3/8" = 1'-0"



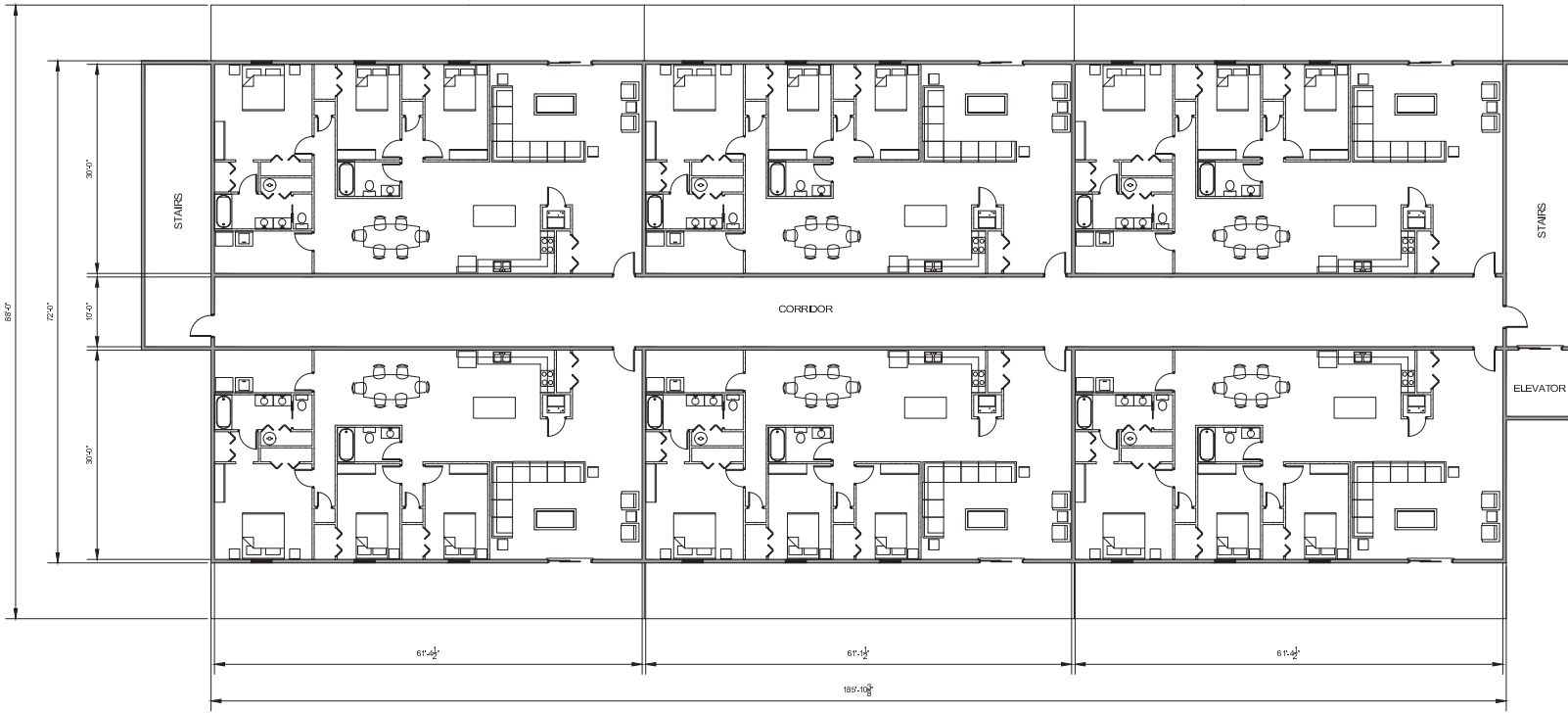
5691 State Route 15  
 P.O. Box 100  
 Bryan, TX 77802  
 409.836.2855  
 fax: 409.836.8561

PROPOSED RESIDENTIAL APARTMENTS for  
**D.H. ROBERTS CONSTRUCTION, INC.**  
 JONESVILLE, MICHIGAN

**ENLARGED UNIT FLOOR PLAN  
 FIRST & SECOND FLOOR**

Job No:  
**22-061**  
 12-07-22 PRELIMINARY

**A6.1**



 **THIRD & FOURTH FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



Bell  
Engineering  
& Construction, Inc.  
5691 State Route 16  
P.O. Box 1000  
Bryn Mawr, PA 19006  
412.681.2800  
fax: 412.681.0501

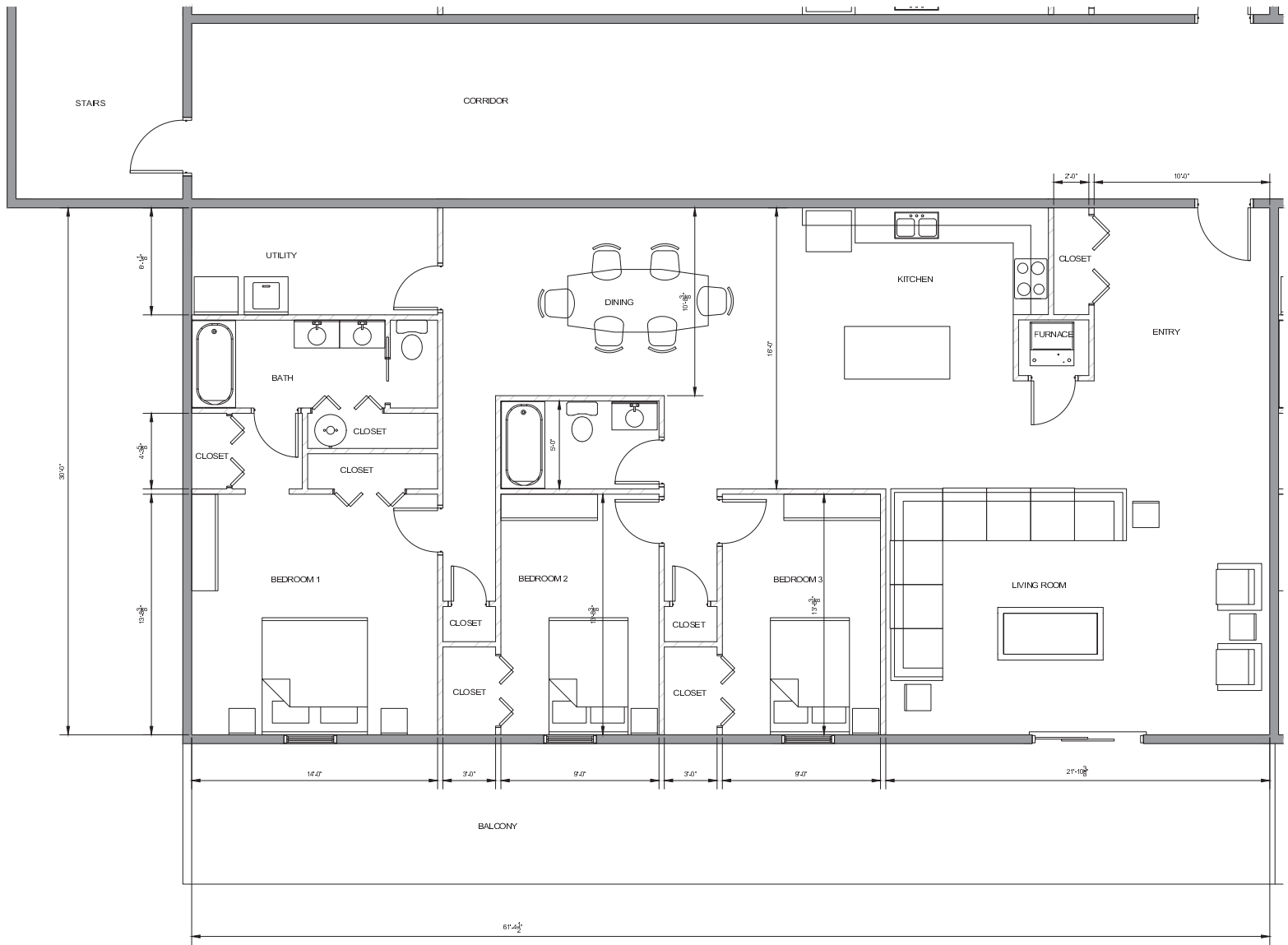
PROPOSED RESIDENTIAL APARTMENTS for  
**D.H. ROBERTS CONSTRUCTION, INC.**  
JONESVILLE, MICHIGAN

OVERALL FLOOR PLAN  
THIRD & FOURTH FLOOR

Job No:  
**22-061**

12-07-22 PRELIMINARY

**A1.2**



**ENLARGED UNIT FLOOR PLAN - THIRD & FOURTH FLOOR UNITS**

SCALE: 3/8" = 1'-0"



Bell  
Engineering  
& Construction, Inc.  
5691 State Route 110  
P.O. Box 1000  
Bryn Mawr, PA 19005  
412.681.2800  
fax: 412.681.0261

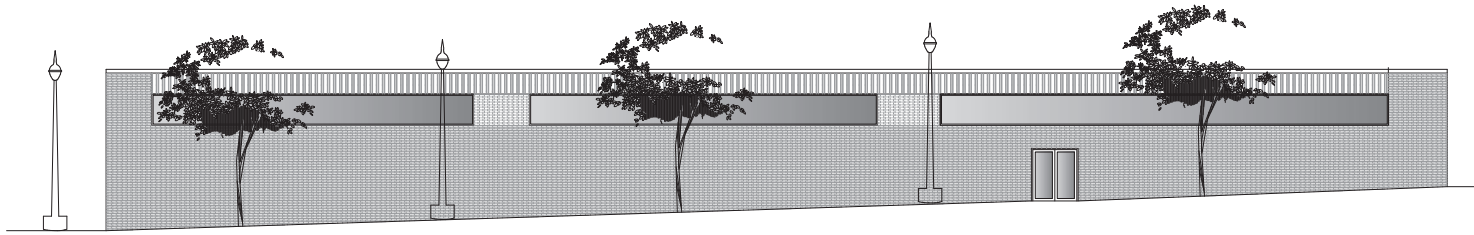
PROPOSED RESIDENTIAL APARTMENTS for  
**D.H. ROBERTS CONSTRUCTION, INC.**  
JONESVILLE, MICHIGAN

**ENLARGED UNIT FLOOR PLAN  
THIRD & FOURTH FLOOR**

Job No:  
**22-061**  
12-07-22 PRELIMINARY

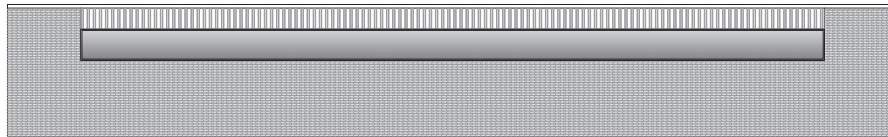
**A6.2**





**SOUTH ELEVATION**

SCALE: 1/8" = 1'-0"



**EAST ELEVATION**

SCALE: 1/8" = 1'-0"



5891 Bane Road #15  
Brynar, Ohio 43208  
Tel: 614-885-4400  
Fax: 614-885-4401

PROPOSED BUILDING RENOVATION for  
**D.H. ROBERTS CONSTRUCTION INC**  
 JONESVILLE, MICHIGAN  
 EXTERIOR ELEVATIONS

Job No:  
**22-061**

ISSUE DATES:

**A3.1**



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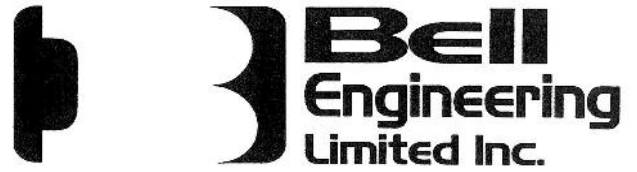






The image shows the exterior of a building for Elation Brewing. The building has a vibrant blue facade. A central sign reads "ELATION BREWING" in white, with "ELATION" in a larger font and "BREWING" in a smaller font below it. The sign is set against a dark blue rectangular background. Above the sign, a string of white, cone-shaped lights is strung across the facade. Below the sign, there is a row of seven large, multi-paned windows with dark frames. The windows reflect the surrounding environment, including trees and other buildings. The ground in front of the building is a paved parking lot with white parking lines and concrete curbs. A yellow curb runs along the base of the building. The sky is a clear, light blue. In the upper left corner, there are some bare tree branches with small white blossoms.

ELATION  
BREWING



December 12, 2022

Mr. Dan Loew  
D.H. Roberts Construction Co., Inc.  
Jonesville, MI

Re: Existing Building  
121 Water Street  
Jonesville, MI

Dan:

In accordance with your verbal request, I have completed an evaluation of the structural condition of the existing building located at the above address. This evaluation will be for approximately 120 feet of the existing building at the South end adjacent to the intersection of E. Chicago Street and Water Street. The area of the existing building that I reviewed is approximately 21,836 square feet. It is my understanding that the existing building that lies North of the section being reviewed in this letter will be demolished. Therefore, my review does not include the Northern portion of the existing building.

This building was previously a manufacturing facility and is now currently vacant and owned by the City of Jonesville.

The existing building structure consists of steel columns and beams that support a steel bar joist roof with metal deck. The exterior walls of the building are concrete masonry units on the inside with brick veneer on the exterior of the concrete masonry units.

The structural steel components of the building appeared to be in good condition and appear to be performing as originally intended. Based on some staining observed on the concrete floor, the roof may have some areas that are allowing water to leak in. The day I was at the building was a dry day and no standing water was observed on the floor.

The concrete masonry and brick veneer appeared to be in reasonable condition. Some minor settlement cracking was observed, but this would be expected in a building of this age.

Feel free to contact me at this office with any questions regarding the above information.

Respectfully,

A handwritten signature in blue ink that reads 'Dennis M. Bell'.

Dennis M. Bell, P.E., P.S.

# **DH Roberts Construction**

## *Riverview Flats Development*

**2022**

### **Financial Pro-Forma**

#### **Financial Sources**

- Self-Finance
  - DH Roberts Construction of Jonesville LLC
  - Biggby Coffee – 4 locations
  - Wolverine Steel and Welding
- County National Bank – Don Germann, Bank President
- Federal/State Grants

#### **Estimated Construction Cost**

- |   |                   |
|---|-------------------|
| • Demo  | 1,500,000         |
| ○ Phase 1 and Baseline assessment.  | \$5,000.00        |
| ○ Pre-Renovation Hazardous Materials Inspection   | \$11,000.00       |
| ○ Abatement Project Design and Bid Documents  | \$ 4,200.00       |
| ○   |                   |
| • Re-construction (Retail)  | \$1-\$2,000,000   |
| • New Apartment Build   | \$2 – \$4,000,000 |
| • Remediation – Eagle grant, could reclaim upwards of                                   | \$1,000,000.00    |
| ○ Grant to cover Environmental and hazardous material disposal along with all demo work |                   |

#### **Other Development Cost**

Parking/river cleanup development.	\$ 500,000.00
Developing Grass Lot w/ City	\$ 250,000.00

#### **Tentative Land Value**

- Per City Assessor
  - Cash Value – 300,000
  - SEV - 150,000
  - Tax/year. 10,000

#### **Proposed Purchase Price**

We propose to purchase for \$1

#### **Connection Fees**

- Multiple Planned Connections throughout the new project





FY 2024 BUDGET WORKSHEET FOR CITY OF JONESVILLE

GL NUMBER	DESCRIPTION	ACTIVITY 20-21	ACTIVITY 21-22	BUDGET 22-23	ACTIVITY THRU 12/31/2022	DEPT HEAD REQUESTS	MANAGER RECOMMENDATION	COMMENTS
<b>Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY</b>								
<b>REVENUES</b>								
248-000-403.000	CURRENT PROPERTY TAX	114,713.16	141,227.50	156,804.00	0.00	164,000.00	164,000.00	Inflation rate - 5.0%
248-000-403.050	PERSONAL PROPERTY TAX	0.00	0.00	0.00	0.00	0.00	0.00	
248-000-403.075	PERSONAL PROPERTY TAX REIMBURSEME	16,979.90	3,724.28	17,000.00	11,607.11	10,000.00	10,000.00	
248-000-403.100	CURRENT WINTER TAX/FROM TOWNSHIP	0.00	0.00	0.00	0.00	0.00	0.00	
248-000-403.200	PERSONAL PROPERTY TAX/FROM TOWNSH	0.00	0.00	0.00	0.00	0.00	0.00	
248-000-539.000	GRANT FUNDS	0.00	0.00	0.00	0.00		608,000.00	
248-000-566.000	MSHDA GRANT - RENTAL REHAB	0.00	0.00	0.00	0.00	0.00	0.00	
248-000-665.000	INTEREST EARNINGS	166.36	290.79	25.00	725.81	1,000.00	1,000.00	
248-000-675.000	CONTRIBUTIONS-PRIVATE SOURCES	10,600.00	30,000.00	0.00	0.00	0.00	0.00	
248-000-678.000	REIMBURSEMENTS - MISC	0.00	0.00	0.00	0.00	0.00	0.00	
248-000-694.000	OTHER INCOME	10,600.00	0.00	0.00	0.00	0.00	0.00	
248-000-698.000	BOND PROCEEDS	0.00	0.00	600,000.00	0.00	600,000.00	600,000.00	TBD-South Parking Lot/Streetscape
<b>TOTAL ESTIMATED REVENUES</b>		<b>153,059.42</b>	<b>175,242.57</b>	<b>773,829.00</b>	<b>12,332.92</b>	<b>775,000.00</b>	<b>1,383,000.00</b>	
<b>APPROPRIATIONS</b>								
<b>Dept 442-PARKING LOTS</b>								
248-442-702.000	SALARIES AND WAGES	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-702.100	SALARIES AND WAGES - OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-702.200	SALARIES AND WAGES - DOUBLETIME	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-715.000	EMPLOYERS SHARE - FICA & MEDICARE	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-718.000	DISABILITY	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-719.000	EMPLOYERS SHARE - 401	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-721.000	LIFE INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-722.000	EMPLOYEE ASSISTANCE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-740.000	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-801.100	PROF SVC - N PARKING LOT	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-818.000	CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-818.100	CONTRACTUAL - RELOCATE POWER LINES	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-900.000	PRINTING & PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-921.000	ELECTRICITY	1,392.79	1,301.34	1,500.00	384.59	1,200.00	1,200.00	LED
248-442-930.000	REPAIRS & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-940.000	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-956.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-965.100	CONTRIB TO GEN FUND - PARKING LOT M&	16,000.00	16,500.00	209,490.00	0.00	210,990.00	210,990.00	Gen Fund - maint/South Parking Lot Impr.
248-442-965.200	CONTRIB TO GEN FUND - PARKING LOT IMP	0.00	0.00	0.00	0.00	0.00	0.00	
248-442-975.000	ADDITIONS & IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Totals for dept 442-PARKING LOTS</b>		<b>17,392.79</b>	<b>17,801.34</b>	<b>210,990.00</b>	<b>384.59</b>	<b>212,190.00</b>	<b>212,190.00</b>	
<b>Dept 443-SIDEWALKS</b>								
248-443-702.000	SALARIES AND WAGES	721.50	1,186.68	600.00	387.30	600.00	600.00	
248-443-702.100	SALARIES AND WAGES - OVERTIME		0.00	50.00	0.00	50.00	50.00	
248-443-715.000	EMPLOYERS SHARE - FICA & MEDICARE	52.55	88.26	50.00	28.73	50.00	50.00	
248-443-716.000	HEALTH INSURANCE	140.43	114.98	50.00	45.29	50.00	50.00	
248-443-718.000	DISABILITY	4.70	8.82	5.00	2.75	5.00	5.00	
248-443-719.000	EMPLOYERS SHARE - 401	41.62	67.04	50.00	21.35	50.00	50.00	
248-443-721.000	LIFE INSURANCE	3.16	7.16	3.00	2.28	3.00	3.00	
248-443-722.000	EMPLOYEE ASSISTANCE PROGRAM	0.48	0.75	1.00	0.24	1.00	1.00	
248-443-723.000	DENTAL INSURANCE	15.66	22.10	10.00	7.44	10.00	10.00	
248-443-724.000	OPTICAL INSURANCE	3.34	4.06	2.00	1.33	2.00	2.00	
248-443-818.000	CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00	
248-443-930.000	REPAIRS & MAINTENANCE	0.00	83.70	0.00	0.00	0.00	0.00	
248-443-940.000	EQUIPMENT RENTAL	1,065.77	1,317.31	800.00	139.10	800.00	800.00	
<b>Totals for dept 443-SIDEWALKS</b>		<b>2,049.21</b>	<b>2,900.86</b>	<b>1,621.00</b>	<b>635.81</b>	<b>1,621.00</b>	<b>1,621.00</b>	
<b>Dept 729-DEVELOPMENT ACTIVITIES</b>								
248-729-702.000	SALARIES AND WAGES	0.00	39.21	0.00	0.00	0.00	0.00	

FY 2024 BUDGET WORKSHEET FOR CITY OF JESVILLE

GL NUMBER	DESCRIPTION	ACTIVITY 20-21	ACTIVITY 21-22	BUDGET 22-23	ACTIVITY THRU 12/31/2022	DEPT HEAD REQUESTS	MANAGER RECOMMENDATION	COMMENTS
248-729-715.000	EMPLOYERS SHARE - FICA & MEDICARE	0.00	3.00	0.00	0.00	0.00	0.00	
248-729-716.000	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-718.000	DISABILITY	0.00	0.44	0.00	0.00	0.00	0.00	
248-729-719.000	EMPLOYERS SHARE - 401	0.00	1.96	0.00	0.00	0.00	0.00	
248-729-721.000	LIFE INSURANCE	0.00	0.26	0.00	0.00	0.00	0.00	
248-729-722.000	EMPLOYEE ASSISTANCE PROGRAM	0.00	0.03	0.00	0.00	0.00	0.00	
248-729-723.000	DENTAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-724.000	OPTICAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-727.000	OFFICE SUPPLIES	6.25	0.00	0.00	9.74	0.00	0.00	
248-729-740.000	OPERATING SUPPLIES	0.00	39.09	0.00	0.00	0.00	0.00	
248-729-800.000	COMM PROMO-FACADE PROGRAM	0.00	5,000.00	15,000.00	0.00	10,000.00	10,000.00	Façade grants
248-729-800.100	COMM PROMO-REVOLVING LOAN FUND	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-800.200	COMM PROMO-MARKETING GRANT	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-800.300	COMMUNITY PROMOTION-BUSINESS RECR	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-801.000	PROFESSIONAL SERVICES	0.00	16,390.00	0.00	0.00	0.00	0.00	
248-729-801.500	PROF SVC - BLUEPRINTS FOR MI DOWNTOWN	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-818.000	CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-820.000	MEMBERSHIPS/DUES/SUBSCRIPTIONS	200.00	200.00	200.00	200.00	475.00	475.00	MDA membership
248-729-865.000	MILEAGE/TRANS/MEALS/LODGING	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-900.000	PRINTING & PUBLISHING	0.00	391.95	0.00	0.00	0.00	0.00	
248-729-910.000	INSURANCE	(8.00)	0.00	0.00	0.00	0.00	0.00	
248-729-930.000	REPAIRS & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-940.000	EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-956.000	MISCELLANEOUS	6,000.00	6,350.00	0.00	0.00	0.00	0.00	
248-729-960.000	TRAINING & CONFERENCES	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-964.000	TAX REFUNDS AND REBATES	529.90	0.00	0.00	0.00	0.00	0.00	
248-729-965.100	CONTRIB TO WATER CONTRACT PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-965.101	CONTRIB TO GEN FUND-PURCH/IMPR	53,531.04	28,681.40	455,000.00	9,305.50	1,033,000.00	1,033,000.00	Streetscape
248-729-965.200	CONTRIB TO GEN FUND	4,500.00	4,090.00	8,067.00	0.00	4,734.00	4,734.00	Rail trail cost reimbursement (60%)
248-729-965.202	CONTRIB TO MAJOR STS -	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-965.300	CONTRIB TO GEN FUND - ADMIN/WAGES	27,546.00	28,728.00	30,071.00	7,517.75	31,500.00	32,198.00	
248-729-965.400	CONTRIB TO GEN FUND - FAST PARK ELEC	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-965.500	CONTRIB TO LOCAL ST	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-965.590	CONTRIB TO SEWER FUND - DEBT	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-965.591	CONTRIB TO WATER FUND - TOWER DEBT	0.00	0.00	0.00	0.00	0.00	0.00	
248-729-974.000	CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Totals for dept 729-DEVELOPMENT ACTIVITIES</b>		<b>92,305.19</b>	<b>89,915.34</b>	<b>508,338.00</b>	<b>17,032.99</b>	<b>1,079,709.00</b>	<b>1,080,407.00</b>	
<b>Dept 733-DOWNTOWN/STREETSCAPE</b>								
248-733-702.000	SALARIES AND WAGES	6,157.11	5,309.20	5,500.00	1,975.21	5,000.00	5,000.00	
248-733-702.100	SALARIES AND WAGES - OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	
248-733-715.000	EMPLOYERS SHARE - FICA & MEDICARE	457.55	392.29	500.00	146.50	500.00	500.00	
248-733-716.000	HEALTH INSURANCE	581.17	698.85	500.00	236.54	500.00	500.00	
248-733-718.000	DISABILITY	45.40	37.80	50.00	14.30	50.00	50.00	
248-733-719.000	EMPLOYERS SHARE - 401	378.82	320.08	300.00	114.44	300.00	300.00	
248-733-721.000	LIFE INSURANCE	27.93	33.49	30.00	12.12	30.00	30.00	
248-733-722.000	EMPLOYEE ASSISTANCE PROGRAM	4.01	3.51	5.00	1.24	5.00	5.00	
248-733-723.000	DENTAL INSURANCE	117.63	103.38	100.00	40.77	100.00	100.00	
248-733-724.000	OPTICAL INSURANCE	24.17	20.61	25.00	7.49	25.00	25.00	
248-733-740.000	OPERATING SUPPLIES	80.19	347.24	500.00	89.99	500.00	500.00	
248-733-818.000	CONTRACTUAL	90.00	0.00	0.00	0.00	500.00	500.00	
248-733-818.301	CONTRACTUAL - DPW SEASONAL	0.00	0.00	0.00	0.00	0.00	0.00	
248-733-910.000	INSURANCE	163.44	178.18	200.00	216.00	225.00	225.00	Property/Liability Insurance
248-733-921.000	ELECTRICITY	5,404.23	5,853.45	5,000.00	1,107.39	5,000.00	5,000.00	
248-733-921.100	ELECTRICITY - CHRISTMAS LIGHTS	923.48	424.00	1,100.00	551.30	1,100.00	1,100.00	
248-733-924.000	WATER AND SEWER	15.79	14.25	200.00	5.90	200.00	200.00	
248-733-930.000	REPAIRS & MAINTENANCE	442.57	49.95	800.00	0.00	800.00	800.00	
248-733-930.100	REPAIRS & MAINT - STREET LIGHTS	441.79	1,326.96	2,500.00	793.63	2,500.00	2,500.00	LED lighting
248-733-940.000	EQUIPMENT RENTAL	3,226.52	2,726.74	2,700.00	1,046.00	2,700.00	2,700.00	
248-733-966.000	REHABILITATION RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	

FY 2024 BUDGET WORKSHEET FOR CITY OF JONESVILLE

GL NUMBER	DESCRIPTION	ACTIVITY 20-21	ACTIVITY 21-22	BUDGET 22-23	ACTIVITY THRU 12/31/2022	DEPT HEAD REQUESTS	MANAGER RECOMMENDATION	COMMENTS
248-733-975.000	ADDITIONS & IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Totals for dept 733-DOWNTOWN/STREETSCAPE</b>		18,581.80	17,839.98	20,010.00	6,358.82	20,035.00	20,035.00	
<b>Dept 895-PROMOTIONS</b>								
248-895-702.000	SALARIES AND WAGES	2,520.04	6,412.71	4,300.00	3,657.86	4,300.00	4,300.00	
248-895-702.200	SALARIES AND WAGES - DOUBLETIME	0.00	0.00	0.00	0.00	0.00	0.00	
248-895-715.000	EMPLOYERS SHARE - FICA & MEDICARE	187.66	479.15	400.00	272.50	400.00	400.00	
248-895-716.000	HEALTH INSURANCE	206.60	497.58	350.00	337.58	350.00	350.00	
248-895-718.000	DISABILITY	18.87	43.94	30.00	22.36	30.00	30.00	
248-895-719.000	EMPLOYERS SHARE - 401	154.91	390.42	300.00	227.54	300.00	300.00	
248-895-721.000	LIFE INSURANCE	11.64	35.43	20.00	18.97	20.00	20.00	
248-895-722.000	EMPLOYEE ASSISTANCE PROGRAM	1.65	3.73	5.00	1.98	5.00	5.00	
248-895-723.000	DENTAL INSURANCE	48.85	94.96	50.00	57.18	50.00	50.00	
248-895-724.000	OPTICAL INSURANCE	9.69	19.55	10.00	11.74	10.00	10.00	
248-895-818.301	CONTRACTUAL - DPW SEASONAL	0.00	0.00	0.00	0.00	0.00	0.00	
248-895-882.000	DECORATIONS-CHRISTMAS/BANNERS/BOW	1,281.17	2,620.25	2,000.00	2,286.97	2,000.00	2,000.00	
248-895-883.000	OTHER-LUMINATE/CELEBRATE/GATHER,ET	21,200.00	30,040.00	1,100.00	0.00	0.00	1,000.00	Christmas in Jonesville
248-895-883.100	OTHER - RIVERFEST/JBA/ETC	0.00	1,100.00	2,000.00	600.00	0.00	1,000.00	Local event support
248-895-884.000	BEAUTIFICATION-TREES/FLOWERS/PLANTS	0.00	0.00	0.00	0.00	0.00	0.00	
248-895-884.100	AMERICA IN BLOOM	0.00	0.00	0.00	0.00	0.00	0.00	
248-895-900.000	PRINTING & PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00	
248-895-940.000	EQUIPMENT RENTAL	841.34	1,390.38	1,100.00	797.62	1,100.00	1,100.00	
<b>Totals for dept 895-PROMOTIONS</b>		26,482.42	43,128.10	11,665.00	8,292.30	8,565.00	10,565.00	
<b>Dept 897-OTHER ACTIVITIES</b>								
248-897-965.301	CONTRIB TO DEBT SERVICE	58,172.00	58,322.00	58,346.00	2,173.00	58,240.00	58,240.00	North Parking Lot - 2024 payoff
248-897-969.100	CAA/MSHDA - RENTAL REHAB EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Totals for dept 897-OTHER ACTIVITIES</b>		58,172.00	58,322.00	58,346.00	2,173.00	58,240.00	58,240.00	
<b>TOTAL APPROPRIATIONS</b>		214,983.41	229,907.62	810,970.00	34,877.51	1,380,360.00	1,383,058.00	
<b>NET OF REVENUES/APPROPRIATIONS - DDA</b>		(61,923.99)	(54,665.05)	(37,141.00)	(22,544.59)	(605,360.00)	(58.00)	

**CITY OF JONESVILLE**  
**2023/24 ESTIMATED YEAR END FUND BALANCES**

	<b>GEN FD</b>	<b>MAJOR</b>	<b>LOCAL</b>	<b>STATE</b>	<b>L.D.F.A.</b>	<b>D.D.A.</b>	<b>DEBT SVC</b>	<b>SEWER</b>	<b>WATER</b>	<b>M.V.P.</b>
<b>Est 22/23 EOY Fund Balance</b>	\$1,750,830	\$577,057	\$380,639	\$16,229	\$2,934,154	\$30,978	\$0	\$1,312,307	\$789,268	\$698,422
Budgeted 23/24 Revenue	\$2,595,434	\$275,639	\$852,048	\$37,170	\$418,600	\$1,383,000	\$119,710	\$827,498	\$535,947	\$151,000
Budgeted 23/24 Expenditures	(\$2,546,986)	(\$124,897)	(\$1,084,821)	(\$37,169)	(\$294,331)	(\$1,383,058)	(\$119,710)	(\$1,516,662)	(\$691,879)	(\$310,782)
	\$1,799,278	\$727,799	\$147,866	\$16,230	\$3,058,423	\$30,920	\$0	\$623,143	\$633,336	\$538,640
Plus Depreciation								\$277,000	\$168,000	\$75,000
Amendments										
Fund Bal Before Res	\$1,799,278	\$727,799	\$147,866	\$16,230	\$3,058,423	\$30,920	\$0	\$900,143	\$801,336	\$613,640
Park Reserve	(\$54,700)									
Expansion Reserve (thru FY2022)					(\$405,000)					
Special Projects Reserve (thru FY2022)					(\$325,000)					
Infrastructure Impr. Reserve (thru FY2022)					(\$355,000)					
<b>Est 23/24 EOY Fund Balance</b>	<b>\$1,744,578</b>	<b>\$727,799</b>	<b>\$147,866</b>	<b>\$16,230</b>	<b>\$1,973,423</b>	<b>\$30,920</b>	<b>\$0</b>	<b>\$900,143</b>	<b>\$801,336</b>	<b>\$613,640</b>

**City of Jonesville**  
**Capital Improvement Plan**  
EXECUTIVE SUMMARY

**TABLE 1: GENERAL FUND DEPARTMENTS**

Department	Project	Funding Sources	Capital Cost	Fiscal Years					
				2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
<b>OFFICE AND INFORMATION TECHNOLOGY</b>									
Computer	Computer Hardware Upgrades	GF	\$ 52,000	\$ 10,000	\$ 8,000	\$ 10,000	\$ 8,000	\$ 8,000	\$ 8,000
City Hall	City Hall Maint. And Improvements	GF	\$ 285,000	\$ 285,000	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall	City Hall Furniture and Security	GF	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Office and IT Subtotal</b>			<b>\$ 362,000</b>	<b>\$ 320,000</b>	<b>\$ 8,000</b>	<b>\$ 10,000</b>	<b>\$ 8,000</b>	<b>\$ 8,000</b>	<b>\$ 8,000</b>
<b>PUBLIC SAFETY</b>									
Police	Police Patrol Vehicle Replacement	MVP/SG/FG	\$ 98,000	\$ -	\$ 48,000	\$ -	\$ 50,000	\$ -	\$ -
Police	Police Department Radios	GF	\$ -						
Fire	Emergency Backup Generator	GF	\$ 12,000	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
Fire	Station Exhaust Removal System	GF	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -
<b>Public Safety Subtotal</b>			<b>\$ 185,000</b>	<b>\$ 12,000</b>	<b>\$ 48,000</b>	<b>\$ 75,000</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>PARKS AND CEMETERY</b>									
Cemetery	Cemetery Projects	GF	\$ 28,000	\$ 12,000	\$ 12,000	TBD	\$ 2,000	\$ 2,000	
Parks	Parks Improvements	GF/SG	\$ -	TBD	TBD	TBD	\$ -	\$ -	\$ -
<b>Parks and Cemetery Subtotal</b>			<b>\$ 28,000</b>	<b>\$ 12,000</b>	<b>\$ 12,000</b>	<b>\$ -</b>	<b>\$ 2,000</b>	<b>\$ 2,000</b>	<b>\$ -</b>
<b>GENERAL FUND TOTAL EXPENSE</b>			<b>\$ 575,000</b>	<b>\$ 344,000</b>	<b>\$ 68,000</b>	<b>\$ 85,000</b>	<b>\$ 60,000</b>	<b>\$ 10,000</b>	<b>\$ 8,000</b>

**TABLE 2: STREETS AND PUBLIC WORKS DEPARTMENTS**

Department	Project	Funding Sources	Capital Cost	Fiscal Years					
				2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
<b>STREETS AND STREET EQUIPMENT</b>									
Local Streets	Street Reconstruction - West Street	LS	\$ 841,000	\$ 841,000	\$ -	\$ -	\$ -	\$ -	\$ -
Local/Major St	Street Maint. - Chip and Fog Seal	LS/MS	\$ -	\$ -	TBD	TBD	TBD	TBD	TBD
Local/Major St	Crack Fill - Major and Local Streets	LS/MS	\$ 84,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
Local/Major St	Sidewalk Repair/Extensions/ADA	GF/LS/MS	\$ 60,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
MVP	Replace Vehicles and Equipment	MVP	\$ 290,000	\$ 140,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -
<b>STREETS AND STREET EQUIPMENT TOTAL EXPENSE</b>			<b>\$ 1,275,000</b>	<b>\$ 1,005,000</b>	<b>\$ 24,000</b>	<b>\$ 174,000</b>	<b>\$ 24,000</b>	<b>\$ 24,000</b>	<b>\$ 24,000</b>

**TABLE 3: LOCAL DEVELOPMENT FINANCE AUTHORITY AND DOWNTOWN DEVELOPMENT AUTHORITY**

Department	Project	Funding Sources	Capital Cost	Fiscal Years					
				2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
<b>LOCAL DEVELOPMENT FINANCE AUTHORITY</b>									
LDFA	LDFA Capital Projects	LDFA/FG/SG	\$ 118,500	\$ 73,500	TBD	TBD	TBD	\$ 45,000	\$ -
<b>Local Development Finance Authority Subtotal</b>			<b>\$ 118,500</b>	<b>\$ 73,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 45,000</b>	<b>\$ -</b>
<b>DOWNTOWN DEVELOPMENT AUTHORITY</b>									
DDA	Chicago St. Riverfront Redev.	DDA/FG/SG	\$ -	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
DDA	DDA Capital Projects	DDA/FG/SG	\$ 1,275,000	\$ 1,250,000	\$ -	\$ 25,000	TBD	TBD	\$ -
<b>Downtown Development Authority Subtotal</b>			<b>\$ 1,275,000</b>	<b>\$ 1,250,000</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>LDFA AND DDA TOTAL EXPENSE</b>			<b>\$ 1,393,500</b>	<b>\$ 1,323,500</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>\$ 45,000</b>	<b>\$ -</b>

**TABLE 4: WASTEWATER AND WATER DEPARTMENTS**

Department	Project	Funding Sources	Capital Cost	Fiscal Years					
				2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
<b>WASTEWATER</b>									
Wastewater	Sewer Lining	SF	\$ 125,000	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -
Wastewater	Rebuild Pressure Filter Pump	SF	\$ 95,000	\$ 37,000	\$ 18,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Wastewater	Digester Mixed Air Unit	SF	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -
Wastewater	Vactor 360 Plan	SF/WF	\$ 60,000	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -
Wastewater	Automatic Sampler Replacement	SF	\$ 9,000	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -
Wastewater	Pickup Truck	MVP	\$ 45,000	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -
Wastewater	Rehabilitate North Drying Beds	SF	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -
Wastewater	Rebuild Raw Sewage Pumps	SF	\$ 35,000	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -
Wastewater	Pressure Filter Rehabilitation	SF	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ -
Wastewater	Preliminary WWTP Rehab. Design	SF	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
<b>Wastewater Subtotal</b>			<b>\$ 524,000</b>	<b>\$ 221,000</b>	<b>\$ 78,000</b>	<b>\$ 65,000</b>	<b>\$ 10,000</b>	<b>\$ 90,000</b>	<b>\$ 60,000</b>
<b>WATER PRODUCTION - IRON REMOVAL PLANT</b>									
Water	Well or Pump Rehabilitation	WF	\$ 125,000	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
<b>Water Production Subtotal</b>			<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>
<b>WATER DISTRIBUTION</b>									
Water	Water Service Replacements	WF/SG	\$ 672,000	\$ 112,000	\$ 112,000	\$ 112,000	\$ 112,000	\$ 112,000	\$ 112,000
<b>Water Distribution Subtotal</b>			<b>\$ 672,000</b>	<b>\$ 112,000</b>	<b>\$ 112,000</b>	<b>\$ 112,000</b>	<b>\$ 112,000</b>	<b>\$ 112,000</b>	<b>\$ 112,000</b>
<b>WASTEWATER AND WATER TOTAL EXPENSE</b>			<b>\$ 1,321,000</b>	<b>\$ 333,000</b>	<b>\$ 215,000</b>	<b>\$ 202,000</b>	<b>\$ 147,000</b>	<b>\$ 227,000</b>	<b>\$ 197,000</b>

**Capital Improvement Plan Projects:  
Local Development Finance Authority  
and Downtown Development Authority**

**City of Jonesville**  
**Capital Improvement Plan**  
 PROJECT DESCRIPTION

<b>Project Title</b>	Chicago Street Riverfront Redevelopment		
<b>Department</b>	Downtown Dev. Auth.	<b>Funding Source</b>	DDA/FG/SG

<b>Fiscal Year</b>	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
<b>Est. Cost</b>	TBD	-	-	-	-	-

**Project Description and Location**

Redevelopment of the former Klein Tool building has been identified in the City’s Master Plan as the top community priority. The City a Purchase and Development Agreement with a local development company for a future mixed use redevelopment of the property.

The preliminary project proposal calls for exploring the feasibility of creating retail space compatible with the Downtown and market rate housing.

It is anticipated that the DDA may offer financial assistance for the redevelopment to leverage Federal, State, and other funding to accomplish the reuse of the building.

Costs will be known when a potential development is identified.

**Project Need and Impact**

The project is needed to add tax base and/or new jobs in the Downtown. It will also bring the building back into productive use and end its deterioration.

**Related Costs and Future Funding Needs**

There may be public infrastructure or other investments needed to support the new development. The creation of jobs and tax base will add to the economic welfare of the Downtown and City.



**City of Jonesville**  
**Capital Improvement Plan**  
PROJECT DESCRIPTION

<b>Project Title</b>	DDA Capital Projects		
<b>Department</b>	Downtown Dev. Auth.	<b>Funding Source</b>	DDA/FG/SG

<b>Fiscal Year</b>	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
<b>Est. Cost</b>	\$1,250,000	-	\$25,000	TBD	-	-

Project Description and Location
<p>The Downtown Development Authority supports certain capital projects that enhance the Downtown and encourage private economic investment. The following is a list of projects that are anticipated over the next several years.</p> <p>FY 2023-24 – \$1,250,000 – US-12/Chicago Street streetscape (\$1,033,000) and South Parking Lot (\$200,000) financing bidding and construction  FY 2025-26 – \$25,000 – Downtown wayfinding signs; may be executed with the streetscape projects  FY 2026-27 – TBD – North Parking Lot surfacing  FY 2027-28 – TBD – Design of M-99/Olds St. streetscape enhancements (timing subject to MDOT plans for M-99 and availability of grant funds)</p>

Project Need and Impact
<p>These projects are intended to promote private investment and improved property values in the Downtown district. The project list will be reviewed on an annual basis and updated as needs change and conditions warrant.</p>

Related Costs and Future Funding Needs
<p>The streetscape improvements will have ongoing maintenance and upkeep costs. These costs are typically budgeted in the DDA annual operating budget.</p>