



**CITY OF JONESVILLE  
COUNCIL AGENDA  
JUNE 21, 2023 - 6:30 P.M.  
JONESVILLE CITY HALL, 265 E. CHICAGO STREET**

**1. CALL TO ORDER / PLEDGE OF ALLEGIANCE / A MOMENT OF SILENCE**

**2. APPROVAL OF AGENDA**

**3. PUBLIC COMMENTS**

Citizens wanting to address the Council can do so at this time. Persons addressing the Council are requested to give their name and address for the record when called on by the Mayor.

**4. PRESENTATIONS AND RECOGNITIONS**

- A. Fire Department Recognitions
- B. Rob Glass, Hillsdale County Senior Services Center

**5. PUBLIC HEARING AND SUBSEQUENT COUNCIL ACTION**

- A. Truth in Taxation Public Hearing
- B. Fiscal Year 2023-24 Operating Budget and Ad Valorem Mill Levy
  - 1. Public Hearing
  - 2. Resolution 2023-06 to Adopt July 2023-June 2024 Budget, General Appropriations Act and Ad Valorem Mill Levy

[ROLL CALL][Action Item]

**6. REPORTS AND RECOMMENDATIONS**

- A. Reimbursement Request – 257 E. Chicago Street
- B. Resolution 2023-08 – Consider Sale of City Property
- C. Resolution 2023-07 – Utility Billing Rates and Fees
- D. Consider the Fiscal Year 2023-24 to 2028-29 Capital Improvement Plan
- E. Fiscal Year 2023-24 Employee Compensation
- F. Assessing Services Agreement
- G. Portable Radios – Police Department
- H. Set Public Hearing – Ordinance No. 222 – Michigan Gas Utilities Franchise

[Action Item]

[ROLL CALL][Action Item]

[ROLL CALL][Action Item]

[Action Item]

[Action Item]

[Action Item]

[Action Item]

[Action Item]

**7. COUNCIL MINUTES**

- A. May 17, 2023 Regular Meeting

[Action Item]

**8. ACCOUNTS PAYABLE**

- A. Accounts Payable for June 2023 totalling \$413,755.34

[Action Item]

**Agenda continued on page 2**

**RULES FOR SPEAKING BEFORE THE JONESVILLE CITY COUNCIL (Adopted 09/05/01)**

1. Speakers will have one opportunity to address the Council unless the Mayor allows additional opportunities.
2. Remarks shall be limited to 5 minutes per person and will also be limited to matters before the Council, to Council business or policy, or to issues of community concern or interest that the Council has authority to recommend or act upon. Comments about actions, inactions or performance of the Council are appropriate. Profane, vulgar or abusive language will not be tolerated.
3. The Mayor may grant a speaker additional time under unusual circumstances.
4. Council members and staff will not respond to general audience participation. Matters will be referred to the City Manager who will provide reports at a subsequent meeting/date.
5. The Mayor may call out of order any person who is being disorderly by speaking or otherwise disrupting the proceedings. Such person shall not be permitted to speak and if he/she continues in a disorderly manner, the Mayor may declare a recess and/or ask that the person leave or be removed from the meeting.

**9. BOARD AND COMMISSION MINUTES**

**[Action Item]**

- A. Economic Development Partnership of Hillsdale County – March 9, 2023 (Gray)
- B. Region 2 Planning Commission – March 9, 2023 (Penrose)
- C. Downtown Development Authority – May 9, 2023 (Arno)
- D. Planning Commission – May 10, 2023 (Guyse)

**10. DEPARTMENT REPORTS**

- A. Public Safety – Director Lance
- B. Water/Wastewater Treatment Plant – Superintendent Hughes
- C. Department of Public Works – Superintendent Kyser
- D. Cash Report – Finance Director Spahr

**11. ADJOURN**



To: Jonesville City Council  
From: Jeffrey M. Gray, City Manager   
Date: June 16, 2023  
Re: Manager Report and Recommendations – June 21, 2023 Council Meeting

#### **4. A. Fire Department Recognitions**

This agenda item is reserved for recognition of Fire Chief Dean Adair's 25 years of service to the City, and to recognize Chief Adair and Firefighters Nate Baker, Greg Draper, and Joe Luna for successful completion of their Firefighter II certifications.

#### **5.A. Truth in Taxation Public Hearing**

The City Council will hold this public hearing for the purpose of hearing comments about maintaining the current 16.388 millage rate. Without the hearing, the millage rate would permanently be adjusted down by 0.8571 mills to 15.5309 mills. If the proposed increase to retain our current millage is not approved, there will be a resulting reduction in operating revenue of 0.49%, or \$53,296 in revenue to the general fund and local streets. In summary, what is advertised as an increase would maintain our current millage rate. *Please refer to the attached hearing notice.*

#### **5.B.1 Fiscal Year 2022-23 Budget Public Hearing**

The property tax rate of 16.388 mills (unchanged) proposed to be levied to support the proposed budget is the subject of this hearing. As discussed at the May 17<sup>th</sup> budget work session, a balanced budget has been presented for consideration. The proposed budget was made available for public view following the May meeting. Fiscal Year 2023-24 Budget highlights and fund summaries have been discussed at the previous two Council meetings and can be presented at the meeting.

#### **5.B.2. Resolution 2023-06 to Adopt July 2023-June 2024 Budget,**

##### **General Appropriations Act and Ad Valorem Tax Levy**

[ROLL CALL][Action Item]

Action item related to the public hearing. The Fiscal Year 2023-24 Budget Committee is proposing the adoption of a balanced budget for the upcoming fiscal year as outlined with Resolution 2023-06. Note that line item detail of each respective fund's expenses and revenues are identified in the complete operating budget; the budget, Capital Improvement Plan, estimated FY 2023-24 Fund Balances, and Employee Wage Scale are being sent as a "virtual budget binder" via separate email. The complete operating budget can also be viewed on the City website. The Budget Committee and Department Heads worked diligently to balance the FY 2023-24 Budget.

With the adoption of this fiscal year budget, we continue our focus on the stewardship of the public's resources. The budget proposes continued maintenance of streets and other public infrastructure. Not only would essential services be provided, but valued services like leaf and brush pickup are fully funded in the proposed budget. Essential Departmental equipment and facilities improvements are proposed. I recommend adoption of the Fiscal year 2023-24 Budget as presented by the Budget Committee. A roll call vote is required. *Please refer to the attached Resolution 2023-06 and Budget Summary, and the Budget Hearing Notice.*

#### **6. A. Reimbursement Request – 257 E. Chicago Street**

[Action Item]

Attached is a request from Steve Tulloch, whose wife Ronda owns the building adjacent to the west of City Hall. Mayor Arno and I recently met with Mr. Tulloch regarding the request and Mayor Arno has

agreed to place it on the agenda for consideration by Council. The roof of 257 E. Chicago Street sustained damage in the storm of August of 2021 that tore the roof off from City Hall. The Tullochs are requesting that the City Council consider payment of the \$2,500 insurance deductible associated with the repairs to their property, noting the unique position of their building as the only one adjacent to City Hall and a roof height a full story lower. The City's insurance carrier has previously denied payment of the deductible, finding that the City is not liable for the damage to the neighboring property. However, the City Council has the authority to approve the request if it deems payment to be warranted. A motion is necessary to act on the request. *Please refer to the request for reimbursement.*

**6. B. Resolution 2023-08 – Consider Sale of City Property [Action Item]**

Staff has received an updated request to sell a small portion of land located at the north end of the City's Iron Removal Plant parcel. The request is for the City to transfer ownership of the 0.089 acre property to Jack Mosley to provide access to landlocked property that he owns on both sides of the St. Joseph River. The offer to purchase is substantially more robust than the previous offer, with the buyer proposing a purchase price of \$3,000 and payment of all costs associated with the property closing. The proposed purchase agreement is attached, along with an illustration of the subject parcel.

The purchase agreement was prepared by the buyer's legal counsel. It has been reviewed by the City Attorney. Final terms are being reviewed by the parties and may be adjusted prior to the Council meeting.

Section 13.2 of the City Charter requires the sale of real property to be done by resolution. The attached resolution has been prepared in the event that the City Council is inclined to approve the agreement. Approval of the resolution requires a roll call vote. *Please refer to Resolution 2023-08, the proposed purchase agreement, and property location map.*

**6. C. Resolution 2023-07 – Utility Billing Rates and Fees [ROLL CALL][Action Item]**

The Budget Committee is proposing the adoption of the utility billing rates and fees as outlined in the attached resolution. The rate increase is necessary to attain revenue levels to balance the Water and Sewer Enterprise Funds. Pursuant to Chapter 34 of the Code of Ordinances, rates are adjusted to keep pace with the United States Federal Consumer Price Index. The Fiscal Year 2023-24 rate increase for water is 2.25 percent; the increase for sewer is 2.6 percent. The net increase is significantly below the 2021 CPI of 6.5%. The increases are sufficient to provide services and they reflect the projected schedule of increases from the 2019 rate studies. The monthly residential base bill (2,000 gallons) will increase by \$1.15. The average monthly residential bill (based on 4,000 gallons of use) will increase a total of \$1.77. These increases are necessary to ensure the ongoing maintenance of the water distribution system, future rehabilitation and maintenance of the Iron Removal Plant, and coverage of costs associated with the operation and maintenance of the wastewater treatment plant and sewage collection system. These proposed rate increases are reflected in the projected revenues in the FY 2023-24 Budget. I recommend adoption of Resolution 2023-07, as recommended by the Budget Committee. *Please refer to the attached Resolution 2023-07.*

**6. D. Consider Adoption of the FY 2023-24 to 2028-29 Capital Improvement Plan [Action Item]**

The Capital Improvement Plan that summarizes anticipated major capital projects for the coming fiscal year, along with the following five years. The document is a companion to the annual operating budget and is intended to help with long range budgeting. The plan has been reviewed by the Budget Committee and recommended for approval and was reviewed in the prior budget work sessions. The Planning Commission approved the document at their meeting on May 10, 2023. I recommend a motion to

approve the FY 2023-24 to 2028-29 Capital Improvement Plan. *Please refer to the CIP provided with the full operating budget.*

**6. E. Fiscal Year 2022-23 Employee Compensation**

**[Action Item]**

The budget reflects, as recommended by the City Council Budget Committee, a cost-of-living increase of 5% for all full- and part-time employees. The City adopted a new wage scale for all full-time employees in 2019 to aid with employee retention and recruitment. Eligible employees would also move to the next step in the adopted wage scale. The increases are reflected in the wage chart that was included with the full operating budget.

The proposed wage increases are reflected in the budget presented under item 5.B. of this agenda. The wage increases would be effective after the start of the fiscal year on July 1, 2023. *Please refer to the proposed Employee Wage Scale provided with the full operating budget.*

**6. F. Assessing Services Agreement**

**[Action Item]**

The current contract for assessing services with CSZ Services is set to expire on June 30<sup>th</sup>. A proposed four-year contract is attached. A 5% increase is proposed in the first year of the contract, with 3% increases in each subsequent year. CSZ has provided assessing services since 2015 and this is the first increase in the contract amount. Staff is very satisfied with the level of service provided to the City staff and our taxpayers. I recommend a motion to approved the services agreement. *Please refer to the attached Assessor Services Agreement.*

**6. G. Portable Radios – Police Department**

**[Action Item]**

Please see the attached memorandum from Director of Public Safety Lance regarding replacement of two portable police radios. Although this expenditure was not budgeted, there are sufficient funds in the current fiscal year budget to address this unanticipated expense to replace essential communication equipment. I recommend a motion to approve the expenditure in the amount of \$8,189.99. *Please refer to the memo from Director Lance and the quote from Roe-Com.*

**6. H. Set Public Hearing – Ordinance No. 222 – Michigan Gas Utilities Franchise**

**[Action Item]**

The Franchise Ordinance that allows Michigan Gas Utilities to provide service to residents and businesses in the City of Jonesville will expire this month. Michigan Gas has prepared the attached ordinance, proposing another 30-year franchise. The proposed ordinance has been reviewed by the City's legal counsel. I recommend a motion to schedule a public hearing for Wednesday, July 19<sup>th</sup> at 6:30 p.m. in the Jonesville City Hall, 265 E. Chicago Street. *Please refer to Ordinance No. 222.*

**9. BOARD AND COMMISSION MINUTES**

**[Action Item]**

Board and commission minutes for the prior month are attached. The name of the Council/staff representative to the board is indicated in parentheses. Following any discussion or questions about the board minutes, the appropriate action of Council would be a motion to receive and place the minutes on file. A single motion can be taken up for all of the minutes.

Correspondence:

1. CPFA Certification – Lenore Spahr
2. Modern Waste re: Notice of Rate Increase
3. Comcast re: Rate Decrease
4. Comcast re: Programming Change

# Notice of Public Hearing on Increasing Property Taxes

The City Council  
name of governing body

of the City of Jonesville  
name of taxing unit

will hold a public hearing on a proposed increase of 0.8571 mills  
in the operating tax millage rate rate

to be levied in 2023  
year

The hearing will be held on Wednesday  
day  
June 21, 2023 at 6:30 pm  
date time a.m./p.m.

at 265 E. Chicago St.  
Jonesville, MI 49250  
place - address

The date and location of the meeting to take action on the proposed additional millage will be announced at this public meeting.

If adopted, the proposed additional millage will increase operating revenues from ad valorem property taxes 5.52% over such revenues generated by levies permitted without holding a hearing. If the proposed additional millage rate is not approved the operating revenue will increase by 0.49% over the preceding year's operating revenue.

The taxing unit publishing this notice, and identified below, has complete authority to establish the number of mills to be levied from within its authorized millage rate.

This notice is published by:

City of Jonesville  
name of taxing unit  
265 E. Chicago St.  
address  
Jonesville, MI 49250  
address  
(517-849-2104  
telephone

2023-06

**CITY OF JONESVILLE  
COUNTY OF HILLSDALE  
STATE OF MICHIGAN**

**RESOLUTION: TO ADOPT JULY 2023 - JUNE 2024 BUDGET, GENERAL  
APPROPRIATIONS ACT AND AD VALOREM MILL LEVY**

Partial minutes of a Regular Meeting of the City Council of the City of Jonesville, County of Hillsdale, Michigan, held in the Jonesville City Hall in said City on the 21st day of June, 2023, at 6:30 p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Councilperson \_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

**WHEREAS**, a public hearing was held on the City of Jonesville proposed budget on June 21, 2023 and notice of the hearing was published in a newspaper of general circulation at least six days before the hearing; and

**WHEREAS**, the City of Jonesville is complying with the Truth and Taxation Act, P.A. 5 of 1982, by meeting all requirements of Section 16 of the Uniform Budgeting and Accounting Act as directed by P.A. 42 of 1995; and

**NOW THEREFORE BE IT RESOLVED**, that the attached July 2023 - June 2024 Budget Summary is hereby adopted as the Budget for the City of Jonesville for the period beginning July 1, 2023 and ending June 30, 2024; that the adopted expenditures shall be appropriated to meet the expenses of the several Funds and Activities of the City of Jonesville for July 1, 2023 through June 30, 2024; and that the adopted revenues are hereby budgeted for the purpose of defraying the said expenditures of the City, along with the adopted use of fund balances and retained earnings; and

**BE IT FURTHER RESOLVED**, that the City Council authorizes the City Manager to transfer line-item amounts within the budgeted activities; however, Council approval is required to change activity appropriations; and

**BE IT FURTHER RESOLVED**, that the total ad valorem mill levy of 16.388 mills is hereby adopted for general operations, with 4.6823 mills of that levy hereby allocated for streets and shall be deposited in the Local Streets Fund.

**AYES:**

**NAYS:**

**ABSENT:**

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Lenore M. Spahr, Deputy Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of Jonesville, County of Hillsdale Michigan at a Regular Meeting held on the 21st day of June, 2023, and that public notice was given pursuant to Act No. 267, Public Acts of Michigan, 1976, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

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Lenore M. Spahr, Deputy Clerk



**CITY OF JONESVILLE**  
**2023-2024 FISCAL YEAR BUDGET SUMMARY**  
**Adopted June 21, 2023**

**23-24**

**GENERAL FUND**

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REVENUES

Use of Fund Balance	-
Revenues	2,708,934

TOTAL FUNDS AVAILABLE	2,708,934
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EXPENDITURES

101 City Council	27,600
172 City Manager	129,118
191 Elections	4,300
218 General Office	258,693
247 Board of Review	875
253 Treasurer	3,300
257 Assessor	22,100
258 Data Processing/Computer Department	25,625
265 City Hall	328,077
276 Cemetery	83,293
285 Freedom Memorial	900
301 Police Department	363,920
336 Fire Department	179,620
410 Planning & Zoning Commissions	5,096
441 Radio Tower Property	-
442 Parking Lots	212,490
443 Sidewalks	456,430
444 Department of Public Works	20,620
445 DPW Building & Grounds	-
448 Street Lighting	33,000
526 Sanitary Land Fill	8,915
728 Special Projects Coordinator	-
751 Recreation Department	45,379
770 Parks	19,925
780 Rail/Trail	7,890
858 Fringe Benefits	42,820
862 Employer Share of Social Security	-
865 Insurance	14,500
895 Promotions	-
897 Other Activities	376,000

TOTAL FUND EXPENDITURES	2,670,486
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NET AMOUNT TO FUND BALANCE	38,448
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**MAJOR STREETS**

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REVENUES

Use of Fund Balance	-
Revenues	275,639

TOTAL FUNDS AVAILABLE	275,639
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EXPENDITURES

451 Street Construction	-
465 Routine Maintenance	81,740

**CITY OF JONESVILLE**  
**2023-2024 FISCAL YEAR BUDGET SUMMARY**  
**Adopted June 21, 2023**

	<b>23-24</b>
474 Traffic Control	6,000
478 Winter Maintenance	22,915
897 Other Activities	-
900 Administration	<u>14,242</u>
TOTAL FUND EXPENDITURES	124,897
NET AMOUNT TO FUND BALANCE	150,742

**LOCAL STREETS**

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REVENUES	
Use of Fund Balance	232,774
Revenues	<u>852,048</u>
TOTAL FUNDS AVAILABLE	1,084,821
EXPENDITURES	
451 Street Construction	841,285
465 Routine Maintenance	82,370
474 Traffic Control	3,534
478 Winter Maintenance	18,480
900 Administration	139,152
905 Debt Service	<u>-</u>
TOTAL FUND EXPENDITURES	1,084,821
NET AMOUNT TO FUND BALANCE	-

**STATE HIGHWAY**

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REVENUES	
Use of Fund Balance	
Revenues	<u>37,170</u>
TOTAL FUNDS AVAILABLE	37,170
EXPENDITURES	
451 Street Construction	-
465 Routine Maintenance	16,905
474 Traffic Control	650
478 Winter Maintenance	12,010
900 Administration	<u>7,604</u>
TOTAL FUND EXPENDITURES	37,169
NET AMOUNT TO FUND BALANCE	1

**CITY OF JONESVILLE**  
**2023-2024 FISCAL YEAR BUDGET SUMMARY**  
**Adopted June 21, 2023**

**23-24**

**LOCAL DEVELOPMENT FINANCE AUTHORITY**

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REVENUES

Use of Fund Balance	-
Revenues	418,600

TOTAL FUNDS AVAILABLE	418,600
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EXPENDITURES

729 Development Activities	294,331
731 Industrial Park Phase II	-

TOTAL FUND EXPENDITURES	294,331
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NET AMOUNT TO FUND BALANCE	124,269
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**DOWNTOWN DEVELOPMENT AUTHORITY**

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REVENUES

Use of Fund Balance	1,558
Revenues	1,383,000

TOTAL FUNDS AVAILABLE	1,384,558
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EXPENDITURES

442 Parking Lots	213,690
443 Sidewalks - Streetscape	1,621
729 Development Activities	1,080,407
733 Downtown/Streetscape	20,035
895 Promotions	10,565
897 Other Activities	58,240

TOTAL FUND EXPENDITURES	1,384,558
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NET AMOUNT TO FUND BALANCE	-
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**DEBT SERVICE**

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REVENUES

Use of Fund Balance	-
Revenues	119,710

TOTAL FUND REVENUES	119,710
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EXPENDITURES

906 Michigan Transportation Fund Bond	-
907 D.D.A. Streetscape Bond	58,240
908 Local St Cap Improvement Bond	61,470

TOTAL FUND EXPENDITURES	119,710
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NET AMOUNT TO FUND BALANCE	-
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**CITY OF JONESVILLE**  
**2023-2024 FISCAL YEAR BUDGET SUMMARY**  
**Adopted June 21, 2023**

**23-24**

**SEWER FUND**

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REVENUES	
Use of Fund Balance/Depreciation	689,164
Revenues	<u>827,498</u>
TOTAL FUNDS AVAILABLE	1,516,662
EXPENDITURES	
527 Sewage Disposal	1,516,662
529 Industrial Pretreatment Program	<u>-</u>
TOTAL FUND EXPENDITURES	1,516,662
NET AMOUNT TO FUND BALANCE	-

**WATER FUND**

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REVENUES	
Use of Fund Balance/Depreciation	155,932
Revenues	<u>535,947</u>
TOTAL FUNDS AVAILABLE	691,879
EXPENDITURES	
536 Iron Removal Plant	471,378
537 Water Distribution System	<u>220,501</u>
TOTAL FUND EXPENDITURES	691,879
NET AMOUNT TO FUND BALANCE	-

**MOTOR VEHICLE POOL**

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REVENUES	
Use of Fund Balance/Depreciation	29,782
Revenues	<u>151,000</u>
TOTAL FUNDS AVAILABLE	180,782
EXPENDITURES	
270 DPW Building & Grounds	24,102
896 Motor Vehicle Pool	<u>156,680</u>
TOTAL FUND EXPENDITURES	180,782
NET AMOUNT TO FUND BALANCE	-
TOTAL REVENUE/USE OF FUND BALANCE	8,418,756
TOTAL EXPENDITURES	8,105,296
TOTAL ADDITIONS TO/USE OF FUND BALANCE	313,460

**CITY OF JONESVILLE  
NOTICE OF PUBLIC HEARING  
JULY 2023 - JUNE 2024 PROPOSED BUDGET**

**June 21, 2023**

A public hearing on the proposed budget for July 2023 - June 2024 will be held on the 21st day of June, 2023 at 6:30 p.m. at the Jonesville City Hall, 265 E. Chicago St., Jonesville, MI.

**The property tax rate of 16.388 mills (unchanged) proposed to be levied to support the proposed budget will be a subject of this hearing.**

The proposed budget in detail will be available for public review in person at the Jonesville City Hall or online at: <http://jonesville.org/OurCity/PublicNoticesHearings.aspx>, beginning June 13, 2023.

## Jeff Gray

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**From:** Steve Tulloch <tullochsteve@hotmail.com>  
**Sent:** Friday, June 9, 2023 6:48 AM  
**To:** Jeff Gray  
**Subject:** 257 E Chicago St Request for insurance deductible coverage

Mr. Gray,

As per our conversation with you and Mayor Arno on the morning of June 7, 2023, Vintage 720 is requesting \$2,500.00 from the City of Jonesville to cover our insurance deductible. Our insurance claim was filed to repair the damage caused to our building located at 257 E Chicago St., Jonesville, Michigan by the city building, located next door.

As you know the city building is a full story taller than ours and with the "August Storm" that took the roof off the city building, damage occurred to our building. It became necessary for us to file with our insurance company. All repairs have been completed.

We appreciate your time and consideration with regard to this matter.

*Steve*

2023-08

CITY OF JONESVILLE  
COUNTY OF HILLSDALE  
STATE OF MICHIGAN

**RESOLUTION – SALE OF REAL PROPERTY**

At a Regular Meeting of the City Council of the City of Jonesville, County of Hillsdale, State of Michigan, held in City Hall in said City on the 21<sup>st</sup> day of June, 2023, at 6:30 p.m.

**PRESENT:**

**ABSENT:**

The following resolution was offered by Councilperson \_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

**WHEREAS**, the City of Jonesville has received a proposed Real Estate Purchase Agreement from Jackie Mosley (“Buyer”) for .089 acres of surplus property at the north end of the parcel with the Tax ID: 30-21-004-300-005-04-6-3, (“Property”) which is legally described as follows:

A parcel of land part of the southeast quarter of the southwest quarter of Section 4, Township 6 South, Range 3 West, Fayette Township, Hillsdale County, Michigan, described as commencing at a point at the intersection of the easterly line of the NYCRR right of way and the east line of Olds Street (M 99) according to the Supervisor's Plat No. 2 of Jonesville recorded in Liber 3 of Plats, page 17, Hillsdale County Register of Deeds; thence south 0° 11' east 16.5 feet; thence north 89° 49' east 450.24 feet; thence east 262.26 feet; thence north 26° 22' west 460.27 feet to the Point of Beginning; thence north 26° 22' west 136 feet; thence south 0° 11' east 122.86 feet; thence easterly 64 feet more or less to the Point of Beginning.; and

**WHEREAS**, the Property is located adjacent to landlocked property owned by the Buyer and a platted parcel that the Buyer is purchasing that has frontage on a private road; and

**WHEREAS**, the Buyer intends to utilize the Property to create access to the landlocked property; and

**WHEREAS**, the Buyer has offered a purchase price of \$3,000 for the Property and will be responsible for all closing costs associated with the transaction; and

**WHEREAS**, the sale of the Property will not impede the future operation of a City facility or utility; and

**WHEREAS**, the City is providing no representations or warranty regarding the future usability of the adjacent landlocked property, which remains subject to the terms and conditions of the City of Jonesville Zoning Ordinance; and

**WHEREAS**, the City is providing no representations or warranty regarding the use of the adjacent property to the west for access, which is located in a platted subdivision and fronts on a private road; and

**WHEREAS**, Section 13.2 of the City Charter states that the purchase of real property shall be authorized by resolution of the City Council.

**NOW, THEREFORE BE IT HEREBY RESOLVED** that the City Council accepts the Real Estate Purchase Agreement from the Buyer with a purchase price of \$3,000.

**BE IT FURTHER RESOLVED** that the Council appoints the City Manager as its representative to execute the Real Estate Purchase Agreement and any other documents necessary to complete the sale of the Property.

AYES: Council Members:

NAYS: Council Members:

ABSENT: Council Members:

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Cynthia D. Means, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Jonesville, County of Hillsdale, Michigan at a Regular Meeting held on the 21<sup>st</sup> day of June, 2023, and that public notice was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

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Cynthia D. Means, Clerk



## **REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT is made and entered into on June \_\_, 2023, by and between CITY OF JONESVILLE ("**Seller**") and JACKIE MOSLEY ("**Buyer**"). Seller and Buyer may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

### **RECITALS:**

Seller is the owner of certain real property located in the City of Jonesville, County of Hillsdale, State of Michigan, described as follows (the "**Property**")\*:

See attached map; property description will be prepared before Closing.

Tax ID: 30-21-004-300-005-04-6-3 (split)  
Consisting of approximately .089 acres

Seller wishes to sell and Buyer wishes to purchase the Property.

\*Proper legal descriptions for the Property will be provided by the title company, as well as confirmation on ownership and any other requirements for the owner's title insurance required by **Article 5**.

**NOW, THEREFORE**, the Parties covenant and agree as follows:

### **ARTICLE 1** **AGREEMENT TO SELL AND PURCHASE**

1.1 Upon the terms and subject to the covenants and conditions set forth in this Agreement, the Buyer agrees to buy and the Seller agrees to sell and convey the Property to Buyer. The Property shall be conveyed by the Seller to Buyer at Closing (hereafter defined) free and clear of all leases, rental agreements, liens and encumbrances, except as provided in this Agreement, and subject only to such conditions, restrictions, limitations and easements of record, if any, approved by Buyer prior to Closing (the "**Permitted Exceptions**").

### **ARTICLE 2** **PURCHASE PRICE, DEPOSIT, AND PAYMENT**

2.1 The total Purchase Price (the "**Purchase Price**") for the Property shall be \$3,000.00. The Purchase Price is subject to adjustments and prorations as set forth in this Agreement.

2.2 No security deposit will be required ("**Deposit**"). The title company will conduct the Closing (the "**Title Company**").

2.3 At the Closing, the Purchase Price shall be used to payoff any of Seller's mortgage(s) or other liens and encumbrances to the Property. After any applicable deductions for fees, costs, adjustments or prorations, the balance of the Purchase Price shall be paid at the Closing to Seller consistent with a Closing Statement prepared in accordance with this Agreement.

### **ARTICLE 3** **OTHER AGREEMENTS**

3.1 The Buyer shall be responsible for the payment of title insurance, any survey, transfer taxes, recording fees, and other applicable closing costs relating to this transaction.

3.2 Buyer shall pay any commission relating to this Agreement.

3.3 The Parties agree that Seller has no agent representing it in this transaction.

3.4 This Agreement and transaction is intended to eliminate the adjacent parcel to the east of the Property from being land locked and, as a result, Buyer agrees not to take any legal action against Key Opportunities, Inc. for an easement or similar claim.

3.5 This Agreement is subject to approval by the Jonesville City Council or such other approval as is necessary to agree to this Agreement and sell the Property.

#### **ARTICLE 4** **GENERAL CONDITIONS OF SALE AND PURCHASE**

This Agreement is subject to the following "**Conditions**" which must be satisfied or waived in writing before Closing or this Agreement shall be void and Buyer shall receive a full refund of its Deposit:

4.1 The provisions of **Article 5, Title** shall be satisfied or waived.

4.2 The provisions of **Article 6, Survey** shall be satisfied or waived.

If any of the above Conditions are not satisfied or waived, this Agreement shall become null and void, and of no further effect, and the Deposit shall be returned to the Buyer.

#### **ARTICLE 5** **TITLE**

5.1 As evidence of title to the Property, Buyer will obtain an ALTA title insurance commitment underwritten by a title insurer acceptable to Buyer within ten (10) days of the date of this Agreement calling for the issuance to Buyer at Closing of an ALTA Owner's Policy of Title Insurance, certified to the date of Closing, in the amount of the purchase price, insuring title to the Property as of the Closing date to be in good and marketable condition, free and clear of all liens and encumbrances, and subject only to the Permitted Exceptions. The cost of the Owner's Policy of Title Insurance shall be paid by Buyer.

5.2 Should Buyer object that title is not in the condition required for performance hereunder, Seller shall have thirty (30) days from the time it is notified in writing of the claimed defect or defects to remedy the defect(s) or to obtain title insurance against all loss or damage which may arise by virtue of lack of marketability of title due to such defect(s). If Seller is unable to remedy the defect(s) or obtain such title insurance within said thirty (30) day period, Buyer shall have the option of: (a) proceeding with this transaction, in which event the warranty deed will be executed and delivered subject to any such defects, provided, however, that in the event any of such defects result from liens or encumbrances having liquidated amounts, Buyer may, at its option, pay such amounts at Closing and shall receive full credit for such payment(s) against the purchase price; or (b) terminating this Agreement.

#### **ARTICLE 6** **SURVEY**

6.1 At Buyer's expense, a survey made in accordance with the "Minimum Detail Requirements for an "ALTA ACSM/Land Title Survey" including all items of Table A thereof (the "**Survey**") may be performed within ten (10) days of the date of this Agreement or on or before the date of Closing, whichever occurs first. Buyer may object to any matter disclosed by the Survey which, in Buyer's opinion, adversely affects the value of the Property or Buyer's proposed use of the Property or impacts clear and marketable title to the Property, by specifying the matters to which the objection is made, on or before the date of Closing, or within ten (10) days of the date of this Agreement, whichever occurs first. Buyer's objection shall be in writing, delivered to Seller and shall set forth the matters to which Buyer objects. Buyer shall be deemed to have waived its objection to any matter disclosed by the Survey which is not set forth in such objection and if Buyer submits no written

objections on or before the date of Closing, Buyer shall be deemed to have waived its objection to all matters disclosed by the Survey.

6.2 Seller shall use its best efforts to cure and remedy the matters set forth in Buyer's survey objections. If Seller fails or is reasonably unable to remedy such matters, Buyer may, at Buyer's election, either accept the Property subject thereto, or cancel and terminate this Agreement with the same consequence as if Buyer had canceled and terminated this Agreement pursuant to **Article 4**.

## **ARTICLE 7**

### **TAXES; SPECIAL ASSESSMENTS**

7.1 The Seller shall pay any real property taxes due and payable before Closing.

7.2 Buyer shall pay any real property taxes due and payable after Closing.

## **ARTICLE 8**

### **REPRESENTATIONS AND WARRANTIES**

8.1 Seller represents and warrants that:

8.1.1 The seller is a Michigan Municipality, duly organized under the laws of the State of Michigan and in good standing under the laws of the State of Michigan.

8.1.2 To the best of Seller's knowledge, Seller is the sole owner of the Property, and has full power and authority to sell the Property to Buyer on the terms set forth herein.

8.1.3 To the best of Seller's knowledge, Seller has good and marketable title to the Property free and clear of all liens, encumbrances, mortgages, assessments, security interests, covenants, restrictions, reservations, and easements of record on every nature except those appearing on the title commitment (which shall be resolved prior to or at Closing).

8.2 SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE APPLICATION OF THE CITY OF JONESVILLE ZONING ORDINANCE TO ANY FUTURE USES OF THE PROPERTY ALONE OR IN CONJUNCTION WITH BUYER'S ADJACENT PROPERTY, AND NOTHING IN THIS AGREEMENT SHALL IMPACT ANY FUTURE APPLICATION OF THE CITY OF JONESVILLE ZONING ORDINANCE.

8.3 SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE OF ADJACENT PROPERTY(IES) BY BUYER TO ACCESS THE PROPERTY OR BUYER'S PROPERTY THAT IS ADJACENT TO THE EAST OF THE PROPERTY, INCLUDING NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE OF A PRIVATE ROAD FOR ACCESS, BECAUSE THE CITY HAS NO AUTHORITY OVER ANY SUCH PRIVATE PROPERTY AND CAN MAKE NO REPRESENTATIONS AND WARRANTIES RELATIVE TO SUCH PRIVATE PROPERTY.

8.4 EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, BUYER AGREES THAT THE SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO: (1) THE CONDITION OF THE PROPERTY (ENVIRONMENTAL OR OTHERWISE); (2) THE CONDITION OF THE BUILDINGS, APPURTENANCES AND FIXTURES LOCATED THEREON, AND/OR THE LOCATION OF THE BOUNDARIES; (3) BUYER HAS PERFORMED OR

CAUSED TO BE PERFORMED OR WILL PERFORM OR CAUSE TO BE PERFORMED ANY INSPECTIONS OF THE PROPERTY THAT IT DESIRES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE THAT THE PROPERTY IS PURCHASED IN AN "AS IS" CONDITION.

8.5 Buyer represents and warrants that:

- 8.5.1 Buyer has the full power, capacity, authority and legal right to execute and deliver this Agreement and to purchase the Property from Seller pursuant to the terms of this Agreement.
- 8.5.2 The execution and delivery of this Agreement, and the performance by Buyer of all transactions contemplated by this Agreement, will not breach any contractual covenant or restriction between Buyer and any third party.
- 8.5.3 This Agreement has been duly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.
- 8.5.4 Prior to or at Closing, any and all documents required by this Agreement to be executed and delivered by Buyer shall have been duly authorized, executed and delivered by Buyer and all such documents shall contain legal, valid and binding obligations of Buyer, enforceable in accordance with their terms.

8.6 EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, SELLER AGREES THAT THE BUYER HAS MADE NO OTHER REPRESENTATIONS OR WARRANTIES AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

## **ARTICLE 9**

### **DEFAULTS**

9.1 Should Buyer fail or refuse to consummate purchase of the Property upon the terms contained herein and after satisfaction of all conditions, Seller shall be entitled to the Deposit and, at Seller's sole discretion, may seek all remedies available at law or equity, including, specifically enforcing the terms and conditions of this Agreement.

9.2 Should Seller fail or refuse to consummate the sale of the Property on the terms herein set forth, Buyer, as its sole remedies, shall have the option of (a) receiving the return of the Deposit, if any, or (b) specifically enforcing the terms and conditions of this Agreement.

## **ARTICLE 10**

### **CLOSING; CLOSING DOCUMENTS; POSSESSION**

10.1 The Closing of the sale and purchase of the Property pursuant to this Agreement shall take place at such location as the Parties may mutually agree, after all contingencies have been satisfied or waived, but not later than June 30, 2023.

10.2 Buyer shall be entitled to take possession of the Property at the time of Closing.

10.3 On or prior to the date of Closing, Seller shall:

- 10.3.1 Execute and deliver to Buyer a good and sufficient Warranty Deed conveying fee simple title to Buyer;
  - 10.3.2 Execute and deliver to the title insurer such documents as may be reasonably required to obtain the title insurance policy on the Property;
  - 10.3.3 Execute and deliver a Closing statement evidencing this transaction;
  - 10.3.4 Deliver to Buyer any other documents reasonably required in order to document the Closing of the transaction.
- 10.4 On the date of Closing, the Buyer shall:
- 10.4.1 Pay sums totaling the Purchase Price as set forth in **Section 2.1** and as may be adjusted by this Agreement;
  - 10.4.2 Pay for the title insurance, survey, transfer tax, recording fees, and all other applicable closing costs relating to this transaction;
  - 10.4.3 Pay any commission owed by Buyer relating to this transaction;
  - 10.4.4 Execute and deliver a Closing statement evidencing this transaction;
  - 10.4.5 Deliver to Seller any other documents reasonably required in order to document the Closing of the transaction.

## **ARTICLE 11**

### **NOTICES**

Notice from one Party to the other relating to this Agreement shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or facsimile number set forth under its name below by any of the following means: (a) hand delivery, (b) certified mail, postage prepaid, with return receipt requested, or (c) first class or express mail, postage prepaid. Notice made in accordance with this section shall be deemed delivered upon receipt if delivered by hand or facsimile transmission, or three (3) business days after mailing if mailed by first class or certified mail.

## **ARTICLE 12**

### **MISCELLANEOUS**

12.1 Buyer shall be responsible for any real estate commissions relating to this transaction. Buyer agrees to indemnify and hold Seller harmless for any breach of this representation and warranty.

12.2 It is expressly understood and agreed that this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Seller shall have the right to assign its interest under this Agreement prior to Closing, provided that the Seller shall remain primarily liable for its performance. Buyer shall not assign its interest herein.

12.3 All headings or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

12.4 Time is of the essence for this Agreement.

12.5 The Parties acknowledge that this transaction may have tax implications (real estate, income, or otherwise) on the Parties that are dependent upon and vary according to the individual person's or entity's tax situation, and that each Party has had an opportunity to consult with their respective tax advisers.

12.6 The Parties shall bear their own attorneys' fees and cost incurred in the preparation of this Agreement. In any action or other proceeding arising out of this Agreement, the prevailing Party shall be entitled to recover its costs, including its reasonable attorneys' fees, incurred in connection with the prosecution or defense of any such action or proceeding.

12.7 The Parties consent to the exclusive personal jurisdiction and venue of the courts, state and federal, for Hillsdale County, State of Michigan for the purpose of any suit, action or proceeding relating to this Agreement, and hereby irrevocably and unconditionally waive and agree not to plead or claim in any court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum.

12.8 Each provision of this Agreement is intended to be severable. If any term or provision is deemed to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not effect the validity of the Agreement or any other provision or term thereof.

12.9 The Parties recognize that the law firm of HAASCAYWOOD PC ("**Legal Counsel**") is solely representing the Buyer for purposes of this Agreement. In such capacity, Legal Counsel has prepared this Agreement and may be called upon to prepare other documents necessary to complete the transactions contemplated by this Agreement. Neither this Agreement nor any documents relating thereto shall be construed against Buyer, for any purpose, solely because prepared by Legal Counsel.

12.10 Nothing herein shall be construed to the benefit of any third party nor is it intended that any provision shall be for the benefit of any third party.

12.11 All agreements, covenants, promises, representations and warranties contained herein shall survive the Closing. Failure of either Party to complain of any action or omission on the part of the other Party with respect to the matters contained herein, no matter how long the same may continue, shall not be deemed to be a waiver by such Party to subsequently insist on such performance. A waiver by either Party at any time, expressed or implied, of any breach of the other Party's agreements, covenants, promises, representations or warranties contained herein shall not be deemed a waiver of any other provision of this Agreement, nor a consent to any subsequent breach of the same or any other provision.

12.12 The Parties each represent and warrant that in entering into this Agreement: (A) they are 18 years of age or older and of sound mind; (B) they have read and understand this Agreement; (C) they enter this Agreement in good faith and intend to be bound by its terms and conditions; and (D) that the individuals executing this Agreement have the full power, right and authority to execute the Agreement and take all steps necessary to implement its terms and conditions.

12.13 The Parties represent and warrant that in entering into this Agreement: (A) they are sophisticated regarding agreements of this type and/or they have had the opportunity to be fully advised and represented by legal, financial and other advisers of their own selection; (B) they are familiar with the circumstances surrounding the Agreement, and they are relying wholly on their own judgment and/or advice from legal, financial and other advisers of their own selection; and (C) other than those expressly set forth in this Agreement, that they in no way have been influenced by nor are they entering this Agreement in reliance upon any statement, promise, representation or warranty, written or oral, made by any Party to this Agreement or any agent, employee, servant, or any person representing a Party.

12.14 The Parties represent and warrant that in entering into this Agreement: (A) they willingly and voluntarily enter this Agreement for the purposes expressed herein; (B) they are under no constraint, threat, duress, coercion or undue influence in entering this Agreement; and (C) they unconditionally and irrevocably waive any defenses or challenges to this Agreement based upon any claim of undue influence, duress, coercion, or other similar concept.

12.15 This Agreement represents the entire understanding and agreement between the Parties related to the subject matter of the Agreement and this Agreement: (A) supersedes and merges all prior oral

and written agreements between the Parties related to the subject matter of the Agreement; (B) supersedes, merges, and shall not be altered, modified, amended or supplemented by any language contained in any other oral or written communication, before or after entering this Agreement, or by usage of trade, course of dealing, or performance related to the subject matter of the Agreement; and (C) shall not be altered, modified, amended or supplemented, before or after entering this Agreement, except in a writing signed by all Parties.

12.16 This Agreement may be executed in separate counterparts (including facsimile signatures, electronic transmissions, or other signatures in compliance with the Michigan Uniform Electronic Transactions Act, the Electronic Signatures in Global and National Commerce Act, and other applicable domestic and/or foreign laws) each of which shall be deemed an original and shall have the same effect as if the Parties simultaneously executed a single document. The Parties waive any right to challenge the admissibility or authenticity of this Agreement based solely on the absence of an original signature. **"Electronic Transmission"** includes, without limitation, the transmission of the exact visual image of a document by way of electronic or digital equipment, the transmission of information in electronic form, or an "electronic signature" through the use of a digital or electronic impression, markup, or element to signify that the person(s) "e-signing" agrees to the terms in the document they are signing/acknowledging. Electronic Transmission further includes, but is not limited to: transmission by email, facsimile, scanned portable data format (PDF), JPEG, or other format, or other similar transmission by computer link, modem, network, or internet; DocuSign, Adobe Sign, or other electronic signature service or application; or other communication via electronic or digital means.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement in duplicate, effective the date first set forth above, both of which are considered an original copy.

**SELLER**

**BUYER**

**CITY OF JONESVILLE**

**JACKIE MOSLEY**

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

Its:

To: The City of Jonesville  
From: Jack Mosley buyer

6-13-2023

To: The City of Jonesville  
From: Jack Mosley buyer

This reddened area is what is to be purchased via purchase agreement, shown measured approximately .089 acres.



## Jonesville City

**NOT A SURVEY**  
This map is for informational use only.  
Imagery: March 2020  
Map Created: May 2023





2023-07

**CITY OF JONESVILLE  
UTILITY BILLING RATES & FEES**

**BE IT HEREBY RESOLVED**, that the following water and sewer rates be established effective July 1, 2023.

**WATER CHARGES**

<b><u>Meter Size (Inches)</u></b>	<b><u>Monthly Base Charge (Initial 2,000 Gallons)</u></b>	<b><u>Water Maintenance Fee</u></b>
5/8" or 3/4"	\$ 14.59	\$ 1.66
1"	\$ 35.51	\$ 2.46
1 1/4" or 1 1/2"	\$ 73.01	\$ 4.42
2"	\$115.90	\$ 5.40
2" Compound	\$115.90	\$12.84
3" Compound	\$233.65	\$18.56
4" Compound	\$365.05	\$24.22

**Commodity Charge** (Over 2,000 Gallons) = \$2.54 per 1,000 Gallons

**Water Tower Maintenance Fee** - \$2.85 per month

**After Hours Call-in Charge** - \$100

**Water Tap Fee** - \$1,000

**Water Lawn Meter** - \$105

**Water Hydrant Rental Fees** (paid by General Fund/Fire Department) - \$25 per hydrant per year

**SEWER CHARGES**

<b><u>Meter Size (Inches)</u></b>	<b><u>Monthly Base Charge (Initial 2,000 Gallons)</u></b>
5/8" or 3/4"	\$ 31.87
1"	\$ 73.30
1 1/4" or 1 1/2"	\$142.43
2"	\$225.38
2" Compound	\$225.38
3"	\$446.67
4"	\$695.56

**Commodity Charge** (Over 2,000 Gallons) = \$9.96 per 1,000 Gallons

**Sewer Tap Fee** - \$2,000

This Resolution was introduced by Councilperson \_\_\_\_\_ and supported by Councilperson \_\_\_\_\_. This Resolution declared adopted June 21, 2023 by the following roll call vote:

**YEAS:**

**NAYS:**

**ABSENT:**

---

**Lenore M. Spahr, Deputy Clerk**

## **AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES**

**THIS AGREEMENT** (“Agreement”), made and entered into this \_\_\_\_ day of June, 2023, by and between the **CITY OF JONESVILLE**, 265 E Chicago St., Jonesville Michigan 49250, hereinafter referred to as “**CITY**,” and CSZ Services, P.O. Box 98, St. Johns, Michigan 48879, hereinafter referred to as “**ASSESSOR**.”

### **WITNESSETH:**

**WHEREAS**, it is the intent of the City to retain Assessor to perform the duties as its certified assessor as an independent contractor, as outlined in the City’s “Request for Proposals – Assessing Services”; and

**WHEREAS**, Assessor retains qualified personnel with the proper State CMAE certification to act in that capacity for and on behalf of the City; and

**WHEREAS**, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein expressed, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

### **SECTION I: BASIC SERVICES OF THE ASSESSOR**

The following are deemed services or requirements included in the compensation of the Assessor under Section III - Payment unless otherwise stated:

#### **1.1     General Duties:**

The Assessor shall be required to perform all duties of an Assessor pursuant to Michigan statute and law, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. Said duties shall include, but not be limited to, any and all requirements made effective or promulgated under Michigan Public Act 415 of 1994, as well as certification of the tax roll. In the event material changes in the laws, statutes, rules, guidelines during the term of this Agreement result in a substantial additional work burden on the Assessor, then the Assessor and City shall renegotiate the compensation paid pursuant to the terms and provisions of this Agreement. For purposes of this paragraph, the term “substantial additional work burden” shall be determined to exist by mutual agreement of the parties to this Agreement, provided, in the event the parties cannot agree as to whether a substantial additional work burden has been imposed upon the Assessor, then the parties shall select a mutually agreeable mediator who shall make such determination and whose determination shall be final, however, said mediator shall not have authority to establish the amount of additional compensation, if any.

#### **1.2     Office Hours:**

During the term hereof, the Assessor shall maintain office hours at the City of Jonesville City Hall at the above address, as follows:

- A. The Assessor shall be available at the City office by appointment at such times needed to perform the services described in this contract, including to meet with and answer questions from the public. Such appointments shall be on an as-needed basis, and on days and times agreed by the parties from time-to-time.
- C. Days spent at the Small Claims Division of the Michigan Tax Tribunal shall not count as office days.
- D. If specified office days of the Assessor fall on a day recognized as a holiday to City employees, then it will be recognized as a holiday by the Assessor, however, an alternate day agreeable to both parties may be substituted.

**1.3 Public Relations/Customer Service:**

The Assessor shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The City wants to ensure that members of the public and City staff that need information from the Assessor, or wish to speak to the Assessor, are able to do so on a relatively convenient basis. In that regard, the Assessor agrees to meet with or contact residents and City staff members as appropriate to address their tax assessment-related concerns. Phone calls and answers to e-mails and faxes will be responded to in a timely manner, expected within 24 hours of receipt by the Assessor.

**1.4 New Construction/Loss Adjustment:**

During the term of this Agreement, the Assessor shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. The assessor shall obtain copies of the building permits from the Hillsdale County Building Department. Likewise, the Assessor shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of his or her duties. To assist with this requirement, the City shall also supply the Assessor with a copy of all fire calls involving improved properties with permanent parcel number attached.

**1.5 Economic Condition Factors (ECF):**

During the term hereof, the Assessor shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

**1.6 “Proposal A” Requirements:**

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or combined; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

**1.7 Assessment Roll Preparation and Records:**

The Assessor shall enter the assessments onto the Ad Valorem assessment roll, specific tax rolls (IFTs, OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.), and special assessment rolls or other special assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. The Assessor, in cooperation with the City Treasurer and City Clerk, shall also enter any delinquent City utility payments onto the appropriate rolls. Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll.

**1.8 Annual Reports:**

The Assessor shall prepare a report annually summarizing the entire year that shall advise the City of the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of the Assessor under this Agreement. The City shall have the right at any time to require the Assessor to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by the Assessor under the terms of this Agreement for review and audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by the Assessor shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

**1.9 Board of Review:**

The Assessor shall have staff available for each of the two (2) March Board of Review sessions. (In the event the City chooses to hold additional meetings, the Assessor may choose to have a certified staff member in attendance in his absence.) March Board of Review sessions shall be scheduled as provided in the City Charter, within the time limits prescribed by law.

The Assessor shall provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" book to include the following:
  - 1. Current picture
  - 2. Sales price versus assessment at time of sale
  - 3. Building permits issued before or after the sale.

The Assessor shall also attend and serve as secretary at the March, July and December Boards of Review. If the Assessor is unable to attend these two sessions, however, the Assessor must supply the City Clerk with a written agenda for the Board of Review that contains the reasons for all recommended adjustments.

**1.10 Sales and Appraisal Studies:**

The Assessor shall prepare sales studies using available data and evaluate all equalization and/or appraisal studies and respond as appropriate.

**1.11 Forms:**

The Assessor shall file all forms fully completed with the Hillsdale County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

**1.12 Defense of Appeals:**

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations and Assessor shall operate under the direction of the City in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Any appeal to the Tax Tribunal may result in the City obtaining competent legal counsel at its expense. If counsel shall desire the assistance of the Assessor in the defense of such appeals, additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the City and agreed upon on a case-by-case basis. The City may choose to retain the Assessor to prepare this report or may employ another firm to prepare a supportable and defensible report for an additional fee.

The Assessor shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. City hereby authorizes Assessor, subject to approval by the City manager, to settle where Assessor deems it appropriate or advisable any appeal. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Assessor shall provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide to City information, documents, analysis and advice as may be required in the determination of the Assessor or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Assessor shall make himself available to the City for such further assistance as is required by the City in the defense of such appeal. The Assessor shall make himself available as an expert witness on behalf of the City in any proceedings. Mileage expenses for out-of-City travel required for appearance at Tax Tribunal hearings or State Tax Commission hearings shall be reimbursed at the rate per mile recognized by the Internal Revenue Service's allowance for business use of an automobile. In the event of the termination of this Agreement and the necessity for the services of the Assessor for purposes of consulting, review of information, analysis or expert testimony after the date of termination, the Assessor shall make himself available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Assessor shall keep the City Manager informed of all appeals on a quarterly basis in written format and provide the City Manager with any recommendation regarding said proceedings, the manner in which same are to be handled, any proposed settlement and like advice.

The provisions of Paragraph 1.12 regarding appeals shall be and are hereby incorporated regarding any appeal of a personal property tax assessment.

**1.13 Reappraisal Program:**

This contract shall include annual inspection of 20% of the properties in each class. Should the City desire all properties to be reinspected, there may be additional charges as well as a contract addendum pursuant to Section 5.1.

**1.14 Personal Property Statements, Canvas and Audits:**

The Assessor shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. The Assessor shall conduct a personal property canvas to ensure equity among business owners within the City. The Assessor is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

**1.15 Equalization Increases:**

The Assessor shall strive to eliminate across-the-board increases in property values by applying any increases received through the Hillsdale County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force. The Assessor shall represent the City when requested by the City Manager by attending any annual Hillsdale County equalization meetings.

**1.16 Land Division Applications:**

The Assessor shall assist the City Zoning Administrator in reviewing land division applications.

**1.17 Assessor Certification:**

The Assessor shall be certified as a Michigan Certified Assessing Officer in the State of Michigan.

**1.18 Transportation and Equipment:**

The Assessor shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

**1.19 Indemnification/Employment:**

The parties hereto acknowledge that all personnel, except any current employees of the City, that may or might be utilized by the Assessor in the performance of his duties hereunder shall, for all purposes, be considered employees of the Assessor and not employees of the City. The Assessor shall be responsible for Workers' Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. The Assessor shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of the Assessor relating to his/her employment by Assessor.

**1.20 Tax Increment Finance Authority:**

The Assessor shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls (IFTs, LDFA, Commercial Rehab. District OPRAs, PILTs, TIFs, Tool & Die Renaissance Recovery Zone, Outside District Fire Roll, etc.) and

special assessment rolls relating to the designation of properties as within the Downtown Development Authority (DDA) District boundaries.

**1.21 Assessor's Recommendations:**

On or before December 31, 2023, and each year thereafter, the Assessor shall prepare written recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Assessor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines. Such report shall be submitted to the City manager for his review. Preparation and submission of such recommendations shall be a part of the Basic Services to be performed by the Assessor under this Agreement.

**1.22 Security of Information:**

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of the Assessor outside of the City offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of the Assessor. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of the Assessor, but separately or providing same to the City for possession. Said security measures shall be deemed a part of the Basic Services to be provided hereunder as part of the costs to be born by the Assessor.

**1.23 Optional Services:**

The Assessor is responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, sidewalk, drain, etc. The Assessor shall, report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement. The Assessor will coordinate with the Zoning Administrator for assigning street addresses.

**SECTION II: TERM OF AGREEMENT**

**2.1 Contract Period:**

The Assessor shall commence performance of the services herein required on July 1, 2023. Unless sooner terminated, this Agreement shall, by its terms, expire June 30, 2027.

**2.2 Mutual Right of Termination:**

Either party may terminate this Agreement upon ninety (90) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice by certified mail/return receipt requested.

**2.3 Termination for Cause or Breach:**

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

**2.4 Notice of Termination:**

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, the Assessor shall immediately deliver to the City copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by the Assessor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of the Assessor to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and the Assessor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. City shall be entitled to damages from Assessor for any information, materials or documents which are turned over to City in unusable or altered form.

**2.5 Amendment/Renegotiation:**

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the City desires to have the Assessor continue on a month-to-month basis, the fee will be that which existed for the final month of the previous term, being June 1, 2027.

**SECTION III: PAYMENT**

**3.1 Compensation for Basic Services:**

During the term of this Agreement, which shall be from July 1, 2023 - June 30, 2027, unless sooner canceled or terminated under the provisions of Section II herein, the City agrees to pay to the Assessor for performance of the Basic Services set forth in Section I of this Agreement as follows:

Annual Contract Amount, Year 1 (July 1, 2023 - June 30, 2024): \$22,680

Following Year 1, the Annual Contract Amount shall increase by 3% per year, as follows:

Annual Contract Amount, Year 2 (July 1, 2024 - June 30, 2025): \$23,360

Annual Contract Amount, Year 3 (July 1, 2025 - June 30, 2026): \$24,061

Annual Contract Amount, Year 4 (July 1, 2026 - June 30, 2027): \$24,783



During the term of this Agreement, the Annual Contract Amount shall be payable on a quarterly basis, or as otherwise agreed to by both parties.

**3.2 Proration of Payments on 90-Day Termination:**

In the event this Agreement is terminated pursuant to Paragraph 2.2, City shall pay Assessor to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Assessor and for which no compensation has been received.

**SECTION IV: CITY RESPONSIBILITIES**

**4.1 Basic Data:**

The City shall provide access to Assessor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.).

**4.2 Office Equipment:**

The City shall provide the Assessor with appropriate tax parcel maps, office space and furniture, telephone, personal computer, printers, copying machine, fax machine, and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel, and the Assessor will not have exclusive use of such equipment.

The Assessor shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules and Microsoft Office applications. The City's Internet website will also have available on-line to the Assessor and the public the property record cards, digital photographs and tax payment information. The Assessor shall not use any other software within the City's network or download or upload any software to the City's network, except with the City's prior written approval. The Assessor shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by the Assessor without prior written consent of the City. Further, Assessor shall be liable for any act of negligence on the part of the Assessor in creating or causing an adverse consequence to the City's computer network.

The Assessor agrees that City equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

**4.3 Computer:**

The City shall supply computer hardware, software and peripherals necessary to fulfill the Assessor's duties under this Agreement. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of the Assessor as a result of hardware or software malfunction will be replaced at the City's expense.

**4.4 Map Maintenance/Tax Roll Printing:**

The Assessor shall assume the responsibility for preparing the assessment notices, which will print and mail the assessment change notices during the term of this Agreement. The Assessor shall

assume the maintenance and updating of any parcel maps. The Assessor shall utilize such maps to develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

**4.5 Office Supplies:**

The City shall provide the Assessor with office supplies, including computer paper, file folders, hanging folders, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

**4.6 Legal Counsel:**

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

**SECTION V: REAPPRAISAL AND OTHER NON-BASIC SERVICES**

**5.1 Additional Services (Pricing/Reappraisal):**

In the event that the City desires to implement some or all of the recommendations made by the Assessor as herein contemplated, the City may request and the Assessor shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

**5.2 Implementation/Responsibility:**

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of the Assessor's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

**SECTION VI: MISCELLANEOUS PROVISIONS**

**6.1 Relationship Between City and Assessor:**

In the fulfillment of the services provided herein the Assessor and his employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

**6.2 Indemnification/Insurance:**

The Assessor shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for the Assessor, or his employees, agents or officers as will protect him and the City from claims under the Workers' Compensation Acts and from claims for bodily injury, death or property damage that may arise from his negligence or that of his employees in the performance of services under this Agreement or failure to properly perform his duties as Assessor. The Assessor shall save the City harmless and indemnify the City from any claims for bodily injury, death or property damage that may arise due to his acts or negligence or that of his employees in the performance of services under this Agreement or that arise from his error or omission to

properly perform his duties as Assessor. Assessor shall, however, have no liability arising out of adjustments to assessments or other actions by Assessor, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if the Assessor established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City (and its officers and employees) as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide that the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverages provided by the General Liability and Automobile Liability policies of the Assessor shall be primary to any insurance maintained by the City.

**6.3     Non-Assignability:**

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with the Assessor is based in part on the perceived expertise and ability of the Assessor, it is agreed that the Assessor's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent the Assessor from employing such employees or agents, as Assessor shall deem reasonably necessary to assist him in the performance of his obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause the Assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), he shall provide the City, at his expense, a certified Level II Assessor to perform any and all such functions as required by this Agreement for the complete term of his absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for the Assessor for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

**6.4     Professional Standards:**

The Assessor shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Assessor shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, the Assessor shall work independently.

**6.5     Ownership of Documents:**

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by the Assessor, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this

Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing prepared by the Assessor are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Assessor without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. The Assessor shall act and preserve the confidentiality of all City documents and data accessed for use in Assessor's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City manager for a proper determination of the response to be provided.

**6.6 Attorney's Fees:**

In the event of material breach of this Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedies as may be available to it, at law or at equity, all reasonable attorney's fees and costs incurred as a direct result or consequence of such breach.

**6.7 Validity:**

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

**6.8 Survival:**

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

**6.9 Controlling Law/Venue:**

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Hillsdale and the State of Michigan.

**6.10 Authorization:**

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the Jonesville City Council and CSZ Services LLC and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said City Council and said Assessor.

**6.11 Covenant Not To Discriminate:**

Assessor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. Assessor further agrees that any services, programs and activities delivered

pursuant to this Agreement shall be delivered without discrimination on the basis of disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**City of Jonesville:**

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

By: \_\_\_\_\_  
Cynthia D. Means  
City Clerk

**CSZ Services:**

By: \_\_\_\_\_  
Charles S. Zemla

# Memo

**To:** Manager Jeff Gray

**From:** Michael Lance, Interim Director of Public Safety

**CC:**

**Date:** June 12, 2023

**Re:** Police Department Portable Radio Replacement/Roe-Com Quote

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Manager Gray,

In May of this year, (2) Motorola portable police radios purchased by the department in 2008 became non-operable through normal use. Due to the age of the equipment, service and parts for these radios are no longer available. We are now utilizing back-up portable radios that are not designed for daily use and have also reached their useful life.

I have attached a replacement quote from Roe-Com for the current Motorolas equivalent replacement of these two units. Roe-Com quote is consistent with State of Michigan contract pricing. Life expectancy per Motorola for these new portable radios is 15 years.

Portable radio replacement is not in the current budget, but due to the urgent need of this equipment for officer safety and police service delivery, I am requesting your approval to use available police budget funds from the current year to make this purchase as soon as possible.

Please contact me with any questions.

Respectfully,

Director Michael Lance

Billing Address:  
Jonesville, City of  
265 E Chicago St  
Jonesville, MI 49250  
US

Quote Date:06/13/2023  
Expiration Date:08/12/2023  
Quote Created By:  
Rick Hochstedler  
rhochedler@roecomm.com

End Customer:  
Jonesville, City of

Contract: 35115 - STATE OF MICHIGAN,  
MA# 190000001544  
Payment Terms:

Line #	Item Number	Description	Qty	List Price	Contract Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000					
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	2	\$2,425.28	\$1,818.96	\$1,818.96	\$3,637.92
1a	QA02750AB	ALT: IMPRES LI-ION 2800MAH (PMNN4448)	2	\$115.50	\$86.63	\$86.63	\$173.26
1b	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	2	\$1,727.00	\$1,295.25	\$1,295.25	\$2,590.50
1c	H869CE	ENH: MULTIKEY	2	\$363.00	\$272.25	\$272.25	\$544.50
1d	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	2	\$0.00	\$0.00	\$0.00	\$0.00
1e	Q629AM	ENH: AES ENCRYPTION AND ADP	2	\$523.00	\$392.25	\$392.25	\$784.50
2	PMNN4448B	BATT IMPRES LIION IP68 2800T	1	\$160.97	\$120.73	\$120.73	\$120.73
3	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	2	\$82.08	\$61.56	\$61.56	\$123.12
4	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	2	\$143.64	\$107.73	\$107.73	\$215.46

**Grand Total****\$8,189.99(USD)**

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

ORDINANCE NO. 222

FRANCHISE

MICHIGAN GAS UTILITIES CORPORATION

AN ORDINANCE GRANTING TO MICHIGAN GAS UTILITIES CORPORATION, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, POWER, AUTHORITY AND PERMISSION TO USE THE HIGHWAYS, STREETS, ALLEYS AND OTHER PUBLIC PLACES OF THE CITY OF JONESVILLE, COUNTY OF HILLSDALE, STATE OF MICHIGAN, FOR THE PURPOSE OF LAYING AND MAINTAINING GAS PIPES, MAINS, CONDUITS, VALVES, DRIPS AND ALL NECESSARY APPURTENANCES IN, UNDER AND ALONG THE HIGHWAYS, STREETS, ALLEYS AND OTHER PUBLIC PLACES, OF SAID CITY, AND THE RIGHT, POWER AND PERMISSION TO CONDUCT AND OPERATE A GENERAL GAS BUSINESS AND DISTRIBUTION SYSTEM IN SAID CITY OF JONESVILLE, COUNTY OF HILLSDALE, STATE OF MICHIGAN FOR A PERIOD OF THIRTY (30) YEARS.

THE CITY OF JONESVILLE ORDAINS:

Section 1. Granting of Franchise to Use Highways, Streets, Alleys and Public Places. The City of Jonesville, County of Hillsdale, State of Michigan, (hereinafter called "City"), hereby grants to Michigan Gas Utilities Corporation, a Delaware corporation (hereinafter called "Grantee"), its successors and assigns, a non-exclusive franchise to use the highways, streets, alleys and other public places of the City, for the purpose of constructing, maintaining and operating a gas distribution system in said City with full right, power and authority to establish, construct, maintain, extend and operate a plant, stations, mains, pipes, conduits, valves, drips and all other appurtenances, apparatus and appliances within the corporate limits of the City, for the purpose of supplying and distributing to said City and its inhabitants gas for heating and other purposes and, for such purposes, to enter upon and use the highways, streets, alleys, and public lands of said City and lay, maintain, operate, repair and



extend therein, through and thereunder such mains, pipes, conduits, valves, drips, apparatus, appliances and other appurtenances as may be necessary and proper for the distribution of gas throughout and beyond said City and for the purpose of conducting and operating a gas business in said City subject to the terms and conditions hereinafter provided.

Section 2. Non-Disturbance of Public Travel: Restoration: Construction Maintenance. In laying its pipes, mains and other appurtenances and repairing and maintaining the same, Grantee shall interfere as little as possible with public travel. After opening any portion of the highways, streets, alleys or other public place, Grantee shall within a reasonable time restore the same as nearly as possible to the same condition as prevailed before opening. While any portion of the highways, streets, alleys or other public place is open, Grantee shall maintain reasonable barriers and lights at night and other warnings to the users of said highways, streets, alleys or other public place.

Section 3. Conditions to grant of Franchise. Unless contrary to or preempted by state or federal law or rule, specifically including the Michigan Public Service Commission's exclusive jurisdiction over Grantee's utility operations and Grantee tariffs that are law in Michigan, the franchise granted herein shall be subject to the following rights of the City, but this enumeration shall not be exclusive or impair the right of the City Council to impose or require on such franchise any provision within the power of the City to impose or require not contrary to the terms of this franchise:

(a) To request adequate extension of utility infrastructure and service and maintenance thereof at a reasonable standard of efficiency;

(b) To request reasonable standards of service and quality of

products and seek to prevent unjust discrimination in service or rates;

(c) To request continuous and uninterrupted service to the public in accordance with the terms of the franchise throughout the entire term thereof;

(d) To use, control, and regulate the use of its streets, alleys, bridges and other public places and the space above and beneath them; and

(e) To impose such other regulations as may be determined by the City Council to be conducive to the safety, welfare and accommodation of the public.

Section 4. Hold Harmless. Grantee shall at all times hold City harmless from any loss, damage and expense of any kind on account of the laying, constructing, maintenance, and use of said mains, pipes, conduits and other appurtenances. However, Grantee need not save City harmless from claims, losses and expenses arising out of the negligence of the City, its employees or agents.

Section 5. Rates Established by Michigan Public Service Commission. The rates to be charged by Grantee and all rules of service shall be those which are established from time to time by the Michigan Public Service Commission or such other body which shall succeed to the jurisdiction, rights, powers and authority of said Commission.

Section 6. Term: Effective Date. The rights granted in this franchise shall continue in full force and effect for a period of thirty (30) years from the effective date thereof. The effective date of this franchise shall be the latter of the date of the acceptance of the franchise by Grantee, which acceptance shall be filed by the Grantee, in writing, within sixty (60) days after the enactment of this ordinance or the day following the date of publication of the ordinance.

Section 7. Franchise Revocable; Irrevocability Upon Approval of Electors. The franchise herein granted shall be revocable at the will of the governing body of this City, PROVIDED, however, that the same shall become irrevocable if and when confirmed by a three-fifth (3/5) majority of the electors voting upon the question at the next general election or at any special election called for that purpose. Such special election shall be held at the request of said Grantee.

Section 8. Expenses of Election Paid by Grantee. In the event of a special election, the expenses thereof shall be deposited with the Clerk of this City by the Grantee.

Section 9. Repeal of Prior Ordinance. The Franchise Ordinance adopted by Grantor, known as Ordinance Number 153 and all amendments thereto, are hereby repealed. The repeal of the above Ordinance and its amendments does not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture, or punishment incurred prior to the time enforced, prosecuted, or inflicted.

Section 10. Publication. The City Clerk is hereby directed to cause a summary of this ordinance to be published in the *Hillsdale Daily News*, a newspaper circulating within the City within thirty (30) days hereof, with a true copy available for public inspection at City Hall and on the City website.

Section 11. Recording of Ordinance. Within one (1) week after the publication of this ordinance, the City Clerk shall record the ordinance in the Record of Ordinances book kept by the Clerk for such purpose. Such record shall include the date of passage hereof, the names of the members voting hereon and how each member voted, and the ordinance shall be authenticated by the Mayor and Clerk by affixing their official signatures on the record.

Presented by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Voting in Favor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Voting Against: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We hereby attest that the foregoing Ordinance was adopted by the City Council of the City of Jonesville, County of Hillsdale, State of Michigan at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gerald E. Arno  
Jonesville City Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Cynthia D. Means  
Jonesville City Clerk

We further certify that the foregoing Ordinance was published and  
filed as follows:

Published in: \_\_\_\_\_

Date of Publication: \_\_\_\_\_  
(Newspaper Proof of  
Publication Attached)

Date of Filing with the  
Hillsdale County Clerk: \_\_\_\_\_

Ordinance No.: 222                      Date recorded in the  
City Book of Ordinances: \_\_\_\_\_

Dated: \_\_\_\_\_  
Gerald E. Arno  
Jonesville City Mayor

Dated: \_\_\_\_\_  
Cynthia D. Means  
Jonesville City Clerk

**\*\*Subject to Council Approval\*\***

**JONESVILLE CITY COUNCIL  
Minutes of May 17, 2023**

A meeting of the Jonesville City Council was held on Wednesday, May 17, 2023 at the Jonesville City Hall, 265 E. Chicago Street, Jonesville, MI. Mayor Gerry Arno called the meeting to order at 6:31 p.m. Council members present were: Tim Bowman, Brenda Guyse, George Humphries Jr., Delesha Padula and Andy Penrose. Absent: Chris Grider

Also present: Manager Gray, Treasurer Spahr, WWTP Supt. Boyle, Sgt. Albright, Attorney Loving, DPW Supt. Kyser, Ed Hughes, Rick Mahoney, Lisa Adair, Dean Adair Sr., Dan Loew (DH Roberts Construction), Victor Face (DH Roberts Construction), Karla Schaerer, and Don Toffolo.

Mayor Arno led the Pledge of Allegiance and the moment of silence.

A motion was made by Brenda Guyse and supported by George Humphries Jr. to approve the agenda as presented with the following removal of Item 6.B: Consider Lot Line Adjustment. All in favor. Absent: Chris Grider. Motion carried.

Karla Schaerer spoke briefly to Council regarding a Farmers Market in Carl Fast Park.

Mayor Gerry Arno presented Brian Boyle with a Proclamation recognizing his 40 years of distinguished service to the citizens of Jonesville at the Wastewater Treatment Plant, with the last two and a half years as Superintendent of the Wastewater Treatment Plant. Brian has been an example to others and has garnered the respect of his peers in water and wastewater and will be missed by all. The Council wished Brian the best of his success in his retirement and all the years to come.

A motion was made by Brenda Guyse and supported by Tim Bowman to approve the Purchase and Development Agreement of 121 Water Street with DH Roberts Construction and authorize the City Manager to execute the same, and any documents needed to complete the transfer of the property. All in favor. Absent: Chris Grider. Motion carried.

Delesha Padula made a motion and was supported by George Humphries Jr. to appoint Ed Hughes as Interim Wastewater Superintendent, including an interim increase in salary up one grade on the City's wage scale to G5-3. All in favor. Absent: Chris Grider. Motion carried.

A motion was made by Andy Penrose and supported by Brenda Guyse to approve the purchase of a Caterpillar model Backhoe in the amount of \$119,294.51, which includes the trade-in. All in favor. Absent: Chris Grider. Motion carried.

Brenda Guyse made a motion and was supported by Tim Bowman to approve the waiver to the Park Usage Policy for the Jonesville District Library to host a Midnight Moon Viewing at the

Wright Street Park on Saturday, July 15, 2023 from 10:00 p.m. to midnight. All in favor.  
Absent: Chris Grider. Motion carried.

A motion was made by Delesha Padula and supported by George Humphries Jr. to schedule the Public Hearings for Fiscal Year Budget for July 1, 2023 through June 30, 2024 and Truth in Taxation at the regular Council meeting of June 21, 2023. All in favor. Absent: Chris Grider. Motion carried.

The Fiscal Year 2022-23 Nine-month budget comparison was presented to Council.

Brenda Guyse made a motion and was supported by Delesha Padula to approve the minutes of April 19, 2023. All in favor. Absent: Chris Grider. Motion carried.

Andy Penrose made a motion and was supported by Delesha Padula to approve the Accounts Payable for April 2023 in the amount of \$151,730.43. All in favor. Absent: Chris Grider. Motion carried.

A motion was made by Delesha Padula and supported by Brenda Guyse to receive the minutes of Cemetery Committee – April 12, 2023, Local Development Finance Authority (LDFA) – April 19, 2023, Citizenship Committee – April 25, 2023 and Zoning Board of Appeals (ZBA) – April 27, 2023. All in favor. Absent: Chris Grider. Motion carried.

Andy Penrose gave an update from the Region 2 Planning Commission.

Updates were given by Department Heads, Manager Gray and Council.

Mayor Arno adjourned the meeting at 7:14 p.m. prior to going into the Fiscal Year 2023-24 Budget Work Session.

The meeting was reconvened at 7:18 p.m.

Manager Gray discussed the following in the second Budget Work Session: General Fund, Sewer and Water. The Council was provided information from the draft budget worksheets, estimated year-end fund balance, water and sewer rate spreadsheet and proposed budget introduction. The Department Heads spoke on behalf of each of their departments.

Mayor Arno adjourned the meeting at 8:12 p.m.

Submitted by:

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Cynthia D. Means  
Clerk

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Gerald E. Arno  
Mayor

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
APPLIED INNOVATION	CITY HALL COPIER MAINTENANCE	69.18
AT&T	LOCAL/LONG DISTANCE	779.79
BAKER, VICKI/B & B CLEANING,	CITY HALL/JPD CLEANING SERVICE	665.00
BECKER & SCRIVENS, INC.	DDA - SEALCOAT	138.00
BILL MORGAN'S WELDING	PRESSURE TANK REPAIRS	1,180.00
BRINER OIL CO., INC.	JFD - GASOLINE	39.77
	JPD/DPW - GASOLINE	679.92
	JPD/WWTP/MVP - GASOLINE	451.73
	WWTP - SUPPLIES	73.55
	WWTP - SUPPLIES	352.96
	JFD - GASOLINE	17.90
	JPD/MVP/WWTP GASOLINE	515.76
	WWTP - SUPPLIES	431.98
	MVP - BULK TANK	144.90
		2,708.47
BRUMBAUGH-HERRICK, INC.	CITY HALL UPPER FLOORS HAZMAT SURVEY	2,700.00
	HAZMAT SURVEY - 148 JERMAINE	900.00
		3,600.00
BSN SPORTS, INC	REC - EQUIPMENT/SUPPLIES	5,410.82
	REC - SUPPLIES	270.00
	PARKS - NEW HOME PLATE	109.00
	REC - SUPPLIES	244.20
		6,034.02
BUTTERS EXCAVATING & LAWN CARCEMETERY MAINT/SEXTON SERVICES		8,209.67
BYRD, NYKOL	REC - HILLSDALE CO SOFTBALL/6 TEAMS	390.00
CAPITAL ONE	WALMART - SUPPLIES/REPAIRS	619.31
	WALMART - WWTP SUPPLIES	96.80
		716.11
CIVICPLUS LLC	ONLINE CODE ADMIN SUPPORT FEE	225.00
CLEAR VIEW B.R. LLC	CITY HALL/JPD OUTSIDE WINDOW CLEANING	40.00
CONSUMERS ENERGY	CITY-WIDE STREET LIGHT ELECTRICITY	1,312.26
	DOWNTOWN/PARKING LOT LIGHT ELECTRICITY	332.85
	CITY-WIDE LED STREET LIGHT ELECTRICITY	1,262.79
	DDA - UNMETERED PARKING LOT LIGHT ELECTRICITY	27.66
	WWTP ELECTRICITY	4,586.66
	500 IND PKWY SPRINKLER METER ELECTRICITY	31.09
	598 IND PKWY SPRINKLER METER ELECTRICITY	29.21
	100 DEAL PKWY SPRINKLER METER ELECTRICITY	32.31
	WATER TOWER ELECTRICITY	77.52
	JPD ELECTRICITY	157.00
	FREEDOM MEMORIAL ELECTRICITY	41.79
	WRIGHT ST PARK ELECTRICITY	33.67
	DPW BUILDING ELECTRICITY	94.79
	CITY HALL ELECTRICITY	148.79
	RADIO TOWER ELECTRICITY	36.10
	JFD TRUCK BAY ELECTRICITY	122.19
	JFD TRAINING ROOM ELECTRICITY	62.42
	FAST PARK ELECTRICITY	39.48
	METERED PARKING LOT LIGHT ELECTRICITY	35.55
	CITY HALL THIRD FLOOR ELECTRICITY	28.81
	CEMETERY ELECTRICITY	38.21
	JFD - EMERGENCY SIREN ELECTRICITY	42.04
	CITY HALL SECOND FLOOR ELECTRICITY	28.81
	DDA BUILDING ELECTRICITY	343.33
	IRON REMOVAL PLANT ELECTRICITY	1,092.89
		10,038.22
CROUCH ELECTRIC, LLC	WWTP - UV UNIT REPAIRS	137.52
CURRENT OFFICE SOLUTIONS	JPD - COPIER MAINTENANCE	26.83
DALLAS HAWKINS	DDA - FACADE GRANT/107 OLDS ST	5,000.00
DANIEL JERMAN CO, INC.	LAWN METERS	1,128.40
DH ROBERTS CONSTRUCTION	WRIGHT ST PARK CONCESSION STAND REPAIRS	5,558.00
DINGES FIRE COMPANY	JFD - WATER FIRE EXTINGUISHER	187.00
	JFD - SMALL TOOLS	192.06



<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
	JFD - HOSE ADAPTERS	643.91
	JFD - WATER CAN COMPARTMENT	55.48
		1,078.45
DOLETZKY, SCOTT	WATER BACKFLOW TESTING	350.00
DOUBLE A LAWNSCAPING & SUPPLY	DDA - MULCH	252.00
DUNLAP, MILEY R	REC - CONCESSION STAND ASSITANT	75.00
	REC - CONCESSION STAND ASSISTANT	125.00
		200.00
ELHORN ENGINEERING COMPANY	WATER - SUPPLIES	1,577.00
FIRE CATT, LLC	JFD - LADDER/NOZZLE TESTING	535.00
FIRST NATIONAL BANK OMAHA	ZOOM MEMBERSHIP/CITIZENSHIP AWARDS	55.99
	JPD - UNIFORMS/JFD - TRUCK 572 TIRES/ETC	2,595.48
	MEETINGS	68.08
	CITIZENSHIP PHOTOS/ZOOM MEMBERSHIP	38.54
	SUPPLIES/REPAIRS/MEMBERSHIPS/CONFERENCES	1,148.49
		3,906.58
FLEIS & VANDENBRINK ENG, INC.	STREETSCAPE IMPROVEMENTS	4,050.00
GRAY, ELEANOR K	REC - CONCESSION STAND ASSITANT	100.00
	REC - CONCESSION STAND ASSISTANT	125.00
		225.00
GREENRIDGE REALTY	UB refund for account: 000481-05	50.65
GRIFFITHS MECH CONTRACTING, IWWTP	- REPAIRS	229.00
HAMMERSMITH EQUIPMENT COMPANY	WATER - SUPPLIES	400.00
HENRY, JACLYN D	REC - CONCESSION STAND ASSITANT	75.00
	REC - CONCESSION STAND ASSISTANT	125.00
		200.00
HILLSDALE CO FIREFIGHTERS ASS	JFD - FIREFIGHTER 2/FOUR STUDENTS	1,000.00
HILLSDALE COUNTY TREASURER	TAX BILLBACK	16.22
HILLSDALE DAILY NEWS	SUBSCRIPTION RENEWAL	301.00
HYDROCORP, INC	WATER CROSS CONNECTION PROGRAM	568.00
JAX KAR WASH	JPD - CAR WASHES	60.00
JONESVILLE HARDWARE	SUPPLIES/REPAIRS	108.45
JONESVILLE LUMBER	PARK/DOWNTOWN/WWTP - REPAIRS	447.74
JONESVILLE, CITY OF	CITY HALL WATER/SEWER	50.65
	DDA - DRINKING FOUNTAIN WATER	41.02
	JFD WATER/SEWER	71.93
	JPD WATER/SEWER	50.65
	DPW WATER/SEWER	50.65
	WWTP WATER/SEWER	129.25
	WRIGHT ST PARK WATER/SEWER	52.35
		446.50
LAPEW SANITATION	REC - PORTABLE RESTROOM	150.00
LEWIS, BROOKIE M.	REC - UMPIRE SERVICES	100.00
LITCHFIELD - JONESVILLE LANES	REC - FIELD USE	450.00
LOVINGER & THOMPSON, P.C.	ANNUAL RETAINER FEE	2,800.00
	LEGAL FEES	925.00
		3,725.00
MANN, LEWIS	REC - UMPIRE SERVICES	300.00
	REC - UMPIRE SERVICES	300.00
		600.00
MCGOWAN ELECTRIC SUPPLY, INC.	DDA - STREETLIGHT BULBS	454.88
MEANS, AMEILIA R	REC - CONCESSION STAND ASSISTANT	125.00
	REC - CONCESSION STAND ASSITANT	100.00
		225.00
MERIT LABORATORIES	WWTP - TESTING	352.00
	WWTP - TESTING	88.00
	WWTP - TESTING	352.00
	WWTP - TESTING	22.00
	WWTP - TESTING	152.00
		966.00
MERIT NETWORK INC	CITY HALL/JPD/JFD - INTERNET SERVICE	4,540.00
	CITY HALL/JPD/JFD - INTERNET SERVICE	1,500.00

<u>Vendor</u>	<u>Description</u>		<u>Amount</u>
		6,040.00	
MICHIGAN CAT	MVP - BACKHOE		109,577.00
MICHIGAN CHAMBER SERVICES, INC	LABOR LAW POSTER SUBSCRIPTION RENEWAL		48.50
MICHIGAN GAS UTILITIES	IRON REMOVAL PLANT GAS SERVICE		158.83
	JPD - GAS/HEAT SERVICE		61.90
	JFD - GAS/HEAT SERVICE		172.58
	GAS LIGHT SERVICE		55.76
	CITY HALL - GAS/HEAT SERVICE		71.89
	DPW BUILDING GAS/HEAT SERVICE		78.20
	WWTP GAS/HEAT SERVICE		1,856.35
		2,455.51	
MICHIGAN LAWN & LANDSCAPE	MOWING/WEED CONTROL SERVICES		3,461.45
MILLIPORE CORPORATION	WWTP - OPERATING SUPPLIES		350.19
MODERN WASTE SYSTEMS	SPRING CLEAN UP		5,701.35
NORTH EAST FABRICATION CO, INC	MVP - PICKUP LIGHT BAR MODIFICATIONS		150.00
PAGE, BRITTANY	ASST REC DIRECTOR/UMPIRE SERVICES		550.00
PENROSE, ANDY	R2PC MEETING MILEAGE		38.65
PERFORMANCE AUTOMOTIVE	MVP - SUPPLIES		51.24
PETTY CASH	PETTY CASH REIMBURSEMENT		142.07
POSTMASTER	POSTAGE - WATER/SEWER BILLS		325.45
POWERS CLOTHING, INC.	WWTP - TESTS TO MERIT LABS		59.53
SOMMERS, CHAD	REC - UMPIRE SERVICES		75.00
SOUTHERN MI BASEBALL LEAGUE	REC - SANDY KOUFAX/2 TEAMS		200.00
SPIETH NORMA	UB refund for account: 000517-00		51.71
STOCKHOUSE CORPORATION	REC - NOTE CARDS		25.00
	JPD - PRINTED ENVELOPES		359.45
	REC - SPONSOR BANNER		147.00
		531.45	
STROBLE, BRIAN P	REC - UMPIRE SERVICES		50.00
THE HOUSE MOUSE LLC	JPD/JFD - PEST SERVICE CONTRACT		873.00
TRACTOR SUPPLY CREDIT PLAN	CEMETERY - GRASS SEED		339.96
UNIFIRST CORPORATION	WWTP UNIFORM RENTAL		43.45
	CITY HALL/JPD FLOOR MATS		57.25
	MVP - SHOP TOWELS		30.97
	WWTP UNIFORM RENTAL		43.45
	WWTP UNIFORM RENTAL		43.45
	MVP - SHOP TOWELS		30.97
	WWTP UNIFORM RENTAL		43.45
	WWTP UNIFORM RENTAL		36.63
	CITY HALL/JPD - FLOOR MATS		57.25
		386.87	
USA BLUEBOOK	WATER - OPERATING SUPPLIES		102.60
	WATER/WWTP - SUPPLIES		714.81
		817.41	
USALCO LLC	WWTP - SUPPLIES		5,681.70
VC3, INC.	ANNUAL SERVICE CONTRACT		6,645.60
	CITY HALL COMPUTER REPLACEMENT		6,040.00
		12,685.60	
VERIZON WIRELESS	DPW CELL PHONE		25.00
WESTECH, INC	WWTP - TRICKLING FILTER REPAIRS		177,266.82
WOLCOTT, KEVIN	REC - UMPIRE SERVICES		60.00
WOLVERINE ENG & SURVEYORS INC	MAUMEE ST CONSTRUCTION OBSERVATION		16,023.20
YOUNG, JAMES G	REC - UMPIRE SERVICES		270.00
YOUNG, TYLER J	REC - UMPIRE SERVICES		150.00
	Total:	413,755.34	

Economic Development Partnership of Hillsdale County  
Minutes of Regular Meeting  
March 9, 2023

**Board Members Present:** Rick Schaerer, Don Germann, Kelly LoPresto, Jeff Gray, Vicki Morris, David Mackie, Kym Blythe, Greg Moore, Doug Ingles, Sally Clark

**Board Members Absent:** John Condon, Troy Reehl, Tony Samon, Jason Smith, Jeremiah Hodshire, Kelly Hodshire, Ron Griffith

**Staff:** Susan Smith, Annette Sands

**Call to Order:** 8:32 a.m.- Rick Schaerer

- Motion by Don Germann to approve agenda,  
Support by David Mackie, unanimously approved
- Motion by Jeff Gray to approve January, 2023 Minutes  
Support by Vicki Morris, unanimously approved
- Motion by Jeff Gray to approve Corey Parker, Michigan Gas Representative, to EDP Board of Directors, Support by Don Germann, unanimously approved
- Motion by Doug Ingles to approve Sally Clark, Michigan Works Representative, to EDP Board of Directors, Support by Vicki Morris, unanimously approved
- Motion by Jeff Gray to approve Treasurer's Report  
Support by David Mackie, unanimously approved
- Motion by David Mackie to approve the Director's Report  
Support by Don Germann, Unanimously approved

**Treasurer's Report:** Consisted of an overview of the EDP's current fiscal year 2022-2023, income and expenses. Currently, total Net Assets are **\$311,045** all cash. Finances look very strong, with a current net income of \$26,869. Still waiting on EDA Grant reimbursements of paid consultants, which is approximately \$15,000.

**Director's Report:** Consisted of an overview of happenings at the EDP.

- Congressman Walberg contacted the EDP to coordinate company visits. He toured Hi-Lex Controls, GCT, America, new company from Canada moving to Litchfield, and the Litchfield Regional Training Center to observe HACC students participating in the advanced placement Robotic Welding Training eight week program.
- Ultra Fit purchase of Alphi Bay. This is also a Canadian company in which the EDP put together a package for Paul Kreps, MEDC, for this opportunity to come to be in area. We met with Eric Maystead, and Krista Fowler, along with partners Jeff Gray, Sally Clark, and Kevin Young, Occupational Health services at Hillsdale Hospital.
- Paragon Metals meeting with Michael Held, new President & CEO, Kelly LoPresto from the City of Hillsdale accompanied. Return visit to discuss resources and opportunities in February with new HR, Jennifer Pistilli, Sally Clark and Kevin Young.



- Visit at Martinrea with Angelica Losey-Shetenhelm, Jeff Gray to discuss how things are going and inquire on discharge water testing.
- Jason Adcock at State Farm, with Sally Clark
- Indian Northeast Railroad- seeking property for them to relocate along the tracks between Hillsdale and Jonesville
- Child care center visit in Litchfield, and Tri –Share Child care grant funding knowledge
- Leo Listening session in regards to high speed internet availability, attended with Kelly LoPresto
- Business to Business connect share with Carnico foods in Litchfield. They are planning to be open in April.
- Discussed need for increased manufacturing representation on the EDP Board of Directors- suggestions were to contact the following: White Machine & Automation, Martinrea, Jonesville Tool & Mfg, also to review supporters and work from this list. Need three manufacturers.

#### **Round Table Discussion:**

- Don Germann- Consumer side is strong, cars loans are up. Commercial loan rates are based on risk, most are around 7% fixed
- Kelly LoPresto- now has a new role at the BPU, discussed projects within the city. Winterfest was held as an inside event and had nice weather
- David Mackie- New airport terminal to start by September, this is a 2.5 million project. CBDG grant funding. water and sewer project grant. There is a lot happening in Hillsdale.
- Greg Moore- recent ice Storm was historic, with over 277,000 people out of power then hit again with another storm on Monday, with over 400,000 people out of power. Hillsdale County was hit extremely hard. Most of storm was consolidated to two counties with Hillsdale being one of them. Getting people back up and running was difficult with the weather, due to the ice and wind. They were unable to have crews up in buckets during these weather conditions. Consumers has the largest number of line crew in history with almost 700 line-crew from five states assisting. Many Events for the public have been hosted during this time. Thank you Jeff, for being great to work with in Jonesville for the communication.
- Doug Ingles- MWSE Consortium Board was held and they are doing great things with the refugees in Hillsdale County that are from Ukraine and Cuba. MWSE is assisting with learning English, housing. Customized workforce and habitat for humanity homes. Courthouse project- roof line along gutters has rotting work this is ongoing and moving forward. The annex building the county commissioners are working on decisions to move forward. There is 8-12 million being spent and this is an important part of county. All decisions are being carefully made with best interest of county. Road commission considering with Meijer's building construction, of developing a resolution to be passed around in regards to pressure for traffic control on M99.
- Jeff Gray- Jonesville received a grant for a feasibility study for changes in City Hall building to include the police department and community center
- Sally Clark- Thank you for EDP Board opportunity. Updates on the first ever second round of Going Pro Talent Funds Grant opportunity. Update on the Ukrainian refugees and the opportunities that MWSE has provided. They have been a pleasure to work with and

appreciative of the opportunities that have been presented to them. A couple of these people are nearing workforce readiness. Still working on placing local residents with upskilling, resume assistance, mock interviews etc.

Adjournment: 9:28 a.m.- Rick Schaerer

Respectfully submitted,  
Annette Sands

# Region 2 PLANNING COMMISSION

Serving Hillsdale, Jackson & Lenawee Counties

## **MEETING MINUTES**

**Region 2 Planning Commission - Full Commission**  
**Jackson County Tower Bldg.**  
**120 W. Michigan Ave.**  
**Jackson, MI 49201**

**Thursday, March 9, 2023**

**I. Call to Order** – Chair Jancek called the meeting to order at 2:02 PM. A quorum was present.

**Attendance:**

Acker	Dillon	Johnson	Shaw
Adams	Donaldson (E)	Kastel	Shotwell (E)
Andrews	Duckham (E)	Keener	✓ Sigers (E)
✓ Bair (E)	✓ Elwell (E)	Keller	✓ Smith (E)
Beach	Everidge	Koehn	✓ Snell
Beecher	Gaede (E)	Lammers	✓ Southworth (E)
✓ Beeker (E)	Gallagher	Lance	Sutherland
Blythe	Gentner	Linnabary	Swartzlander (E)
Boggs	Gould, J.	Miller	Teriaco
Bolton	✓ Gould, L. (E)	Minnick, Jr.	✓ Tillotson (E)
Bush	Greene (E)	Mitchell	Todd
✓ Bussell	Greenleaf	Montrief	✓ VanDoren
✓ Calendar	Griffin	Navarro	Votzke
Camacho	Gross	Nickel	Webb
Chamberlain	✓ Havican (E)	✓ Overton (E)	Weir
Collins	Hawkins	✓ Penrose	Williams
Cornish	✓ Hawley	✓ Peters	Willis
Cousino	Heath	Pixley	Wilson
Cure	Herlein	Root	Witt (E)
Cure	✓ Jancek (E)	Saenz	Wittenbach (E)
David	Jennings	✓ Schlecte (E)	

**Key: ✓ = present (E) = Executive Committee member**

**Staff Present:** Jacob Hurt, Jill Liogghio, Zack Smith

**Others Present:** Jeff Franklin, MDOT; Alex Masten, Enterprise Group; Andrea Strach, MDOT

**II. Approval of the March 9, 2023 Agenda** – The motion was made by Comm. Tillotson, supported by Comm. Snell, to approve the March 9, 2023 agenda as presented. The motion carried unanimously.

- III. **Public Comment** – Chair Jancek requested public comment. There was no public comment.
- IV. **Approval of the Full Commission Meeting Minutes for January 12, 2023** – Comm. Bussell stated he was in attendance at the January 12, 2023 R2PC meeting. The motion was made by Comm. Bair, supported by Comm. Snell, to approve the Full Commission meeting minutes of January 12, 2023 as submitted. The motion carried unanimously.
- V. **Approval of Action Taken at the February 9, 2023 Executive Committee Meeting** – The motion was made by Comm. Bair, supported by Comm. Snell, to approve the action taken at the February 9, 2023 Executive Committee meeting. The motion carried unanimously.
- VI. **Receipt of Treasurer's Report of February 28, 2023** – A motion was made by Comm. Snell, and supported by Comm. Schlecte, to receive the February 28, 2023 Treasurer's Report as presented. The motion carried unanimously.
- VII. **Approval of March 9, 2023 Submitted Bills** – A motion was made by Comm. Bair, supported by Comm. Snell, to approve payment of the March 9, 2023 submitted bills. The motion carried unanimously.
- VIII. **Staff Progress Report for February 2023** – The February 2023 staff progress report was included in the agenda packet. Mr. Hurt presented highlights from the staff progress report for the month of February.
- IX. **Targets for 2023 Safety Performances Measures Resolution Adoption** – Four resolutions were discussed including MDOT's Bridge Condition Performance Measure Targets, Pavement Conditions Performance Measure Targets, Safety Performance Measure Targets, and System Reliability Performance Measure Targets for calendar year 2023. Questions were raised by Comm. Penrose, asking if these performance measures involved railroads. Comm. Gould asked if the measures pertained only to trunkline roads. Motion was made by Comm. Schlecte, supported by Comm. Snell to adopt all four resolutions. The motion carried unanimously.
- X. **Appointment of the 2023 R2PC Personnel and Finance Committee** – Mr. Hurt reported that at the March R2PC Full Commission meeting, that the Personnel and Finance Committee is annually appointed. No nominations were made, therefore, it was decided to retain the current Nominating Committee. The 2023 Nominating Committee members include Tony Bair, Roger Gaede, Pete Jancek, Mike Overton, and Ralph Tillotson. Motion was made by Comm. Snell, supported by Comm. Bair. The motion carried unanimously.
- XI. **Approval of Lease Renewal with Jackson County** – Motion was made by Comm. Ellwell, supported by Comm. Bair to approve renewal of the office space lease with Jackson County for five years with an automatic five-year extension. The motion carried unanimously.
- XII. **Other Business** – Mr. Hurt explained that included in the packet was information regarding R2PC sponsorship of the Jackson Hot Air Jubilee. Concern was raised regarding establishing a precedent with future sponsorship requests.

**XIII. Public Comment / Commissioners' Comments** – Comm. Elwell discussed a signing project in Blackman Township where sign posts were being replaced. Andrea Strach, MDOT, explained that the steel posts and wood posts degrade more quickly underground that appear from the surface, especially with salt from the roadway. MDOT does not want to wait until they may fail. Some warning signs and other signs may need to be moved due to standards that have changed since installation. It is more cost effective to replace both the sign and posts at the same time versus paying to install new signs on existing posts, and then within 5-10 years, pay to take the signs down again, replace the posts and reinstall the signs again.

**XIV. Adjournment** – There being no further business, Chair Jancek adjourned the meeting at 2:32 p.m.

Alan Beeker  
Secretary



**Jonesville Downtown Development Authority  
Regular Meeting  
Minutes of May 9, 2023**

Present: Don Toffolo, Joe Ruden, Penny Sarles, Gerry Arno, Chris Fast, Gale Fix and Anthony Smith.

Absent: Abe Graves and Mary Ellen Sattler.

Also Present: Jeff Gray, Dan Loew (DH Roberts Construction), Connie Sexton (Heritage Association), via Zoom Jeff Wingard, 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 Gale Fix to approve the agenda as presented. All in favor. Absent: Abe Graves and Mary Ellen Sattler. Motion carried.

A motion was made by Penny Sarles and supported by Joe Ruden to approve the minutes of March 14, 2023 Regular Meeting. All in favor. Absent: Abe Graves and Mary Ellen Sattler. Motion carried.

A motion was made by Penny Sarles and supported by Joe Ruden to accept the financial report through February 28, 2023. The report shows revenue and expenditure activity for the month of February and fiscal year-to-date. All in favor. Absent: Abe Graves and Mary Ellen Sattler. Motion carried.

A motion was made by Penny Sarles and supported by Gale Fix to recommend that the City Council approve the Purchase and Development Agreement with DH Roberts Construction for the purpose of redeveloping the Klein Tool building. All in favor. Absent: Abe Graves and Mary Ellen Sattler. Motion carried.

Connie Sexton of the Heritage Association provided an update on the mural that is planned for the pedestrian alley between the Edward Jones and Playford Real Estate buildings.

Updates regarding the Downtown Streetscape and road improvement projects were provided from representatives of Fleis and Vandenbrink. Jeff Wingard, Rick Stout and Julie Kroll attended the meeting virtually. Current project plans were reviewed including the possibility of a dedicated right turn lane on EB US-12.

A motion was made by Gale Fix and supported by Anthony Smith to recommend that City Council approve the proposed FY 2023-24 budget, as recommended by the Budget Committee. All in favor. Absent: Abe Graves and Mary Ellen Sattler. Motion carried.

Manager Gray provided updates.

The next scheduled DDA Meeting is Tuesday, July 11, 2023 at 8:30 a.m.

The meeting was adjourned at 9:25 a.m.

Submitted by,

Cynthia D. Means. Clerk

**CITY OF JONESVILLE  
PLANNING COMMISSION  
Minutes of May 10, 2023**

A City of Jonesville Planning Commission meeting was held on Wednesday, March 10, 2023 at the Jonesville City Hall, 265 E Chicago Street, Jonesville, MI. Chair Christine Bowman called the meeting to order at 6:57 p.m.

Present: Christine Bowman, Brenda Guyse, Charles Crouch, Marty Ethridge, Ryan Scholfield and Annette Sands.

Absent: Jim Ackerson.

Also Present: Jeff Gray, Mike Kyser, Jacob Hurt (Region 2 Planning Commission).

Annette Sands led the Pledge of Allegiance and the moment of silence.

The Oath of Office was administered to Ryan Scholfield by Clerk Means.

A motion was made by Brenda Guyse and supported by Annette Sands to approve the agenda as presented. All in favor. Absent: Jim Ackerson. Motion carried.

Charles Crouch made a motion and was supported by Brenda Guyse to approve the minutes from March 8, 2023. All in favor. Absent: Jim Ackerson. Motion carried.

Jacob Hurt of R2PC provided a Recreation Plan Update and discussion was held regarding the draft plan text that was prepared. Mr. Hurt will provide a revised draft plan at the next Planning Commission meeting.

A motion was made by Brenda Guyse and supported by Charles Crouch to adopt the Capital Improvement Plan and recommend City Council approval, as it is consistent with the community planning initiatives. All in favor. Absent: Jim Ackerson. Motion carried.

Manager Gray provided Updates.

The next meeting is scheduled for June 14, 2023 at 7:00 p.m.

The meeting was adjourned at 7:58 p.m.

Submitted by,

Cynthia D. Means  
Clerk

# Jonesville Police Department

116 West Chicago Road  
Jonesville, Michigan. 49250

911 Police Service      Administration (517) 849-2101

FAX (517) 849-2520

## ACTIVITY SUMMARY FOR MAY 2023

Total reports written: 79  
Assault and Battery: 2  
Intimidation/Stalking: 2  
Break and Enter: 1  
Larceny from Building: 2  
Theft of Motor Vehicle. Parts/Acc: 1  
Recovered Stolen Vehicle: 1  
Damage to Property: 3  
Larceny- Other: 2  
Non-Violent Domestic: 2  
Retail Fraud: 3  
Disorderly Conduct: 0  
Alarm: 2  
Trespass: 2  
Obstructing Justice: 6  
Public Roadway Accidents: 5  
Private Property Accidents: 6  
Driving Law Violations: 3  
Other Arrests: 5 (warrants, traffic-DWLS/Revoked, etc.)  
Civil Matter/Family Disputes: 7  
Medical Emergency: 7  
Ordinance Violation Notices: 10  
Nuisance/Cruelty Animal: 2  
Suspicious Situations: 9  
Lost and Found Property: 0  
General Assistance: 10  
Traffic/Moving Violations: 15  
Warrants Received from Prosecutor: 4



# JONESVILLE FIRE DEPARTMENT

## May 2023 SUMMARY

114 W. Chicago St.  
Jonesville, MI 49250  
(517) 849-2101  
(517) 849-2520 Fax

Total Calls for 2023 = 108  
Total Calls for May 2023 18

<u>Members</u>	<u>Date</u>	<u>Type of call</u>	<u>Location</u>	<u>City</u>	<u>Fayette</u>	<u>Scipio</u>	<u>Mutual</u>	<u>Training</u>
7	5/2/2023	Wires Down	228 E. Chicago St.	X				
11	5/3/2023	Sation 5 Clean Up	Station 5					X
12	5/4/2023	Structure Fire	99 W Carleton Hillsdale				X	
7	5/5/2023	Assist Medical	515 Maumee St.	X				
7	5/9/2023	MVA	Olds St and Gaige St	X				
4	5/13/2023	Assist Medical	502 Draken St	X				
8	5/15/2023	PI Accident	Olds St/ E Chicago	X				
9	5/17/2023	Training	Station 5					X
9	5/23/2023	Fire Disregard	2856 W. Carleton Rd. Lot 55				X	
6	5/23/2023	Structure Fire	576 Beck St Alpi Mfg	X				
4	5/24/2023	Wires Down	307 West	X				
5	5/25/2023	Assist Medical	1380 E. Hastings Lake Rd			X		
8	5/25/2023	Stucture Fire	9691 Herring Rd Litchfield				X	
8	5/25/2023	Station 5 Clean Up	Station 5					X
2	5/26/2023	Hose Testing	Station 5					X
3	5/26/2023	Station Stand By	2795 Taylor RD.		X			
6	5/27/2023	Assist Medical	2167 Blackmer Dr		X			
5	5/31/2023	Fire Alarm no Fire	210 N. Street	X				

### Monthly Calls

#### Year Total Type of Call

<u>City</u>	<u>Fayette</u>	<u>Scipio</u>	<u>Mutual</u>	<u>Training</u>
38	21	9	26	14

	<u>City</u>	<u>Fayette</u>	<u>Scipio</u>	<u>Mutual</u>	<u>Training</u>
January	2	3	1	12	3
Febuary	18	4	4	8	2
March	3	2	1	2	2
April	7	10	2	1	3
May	8	2	1	3	4

# MONTHLY OPERATING REPORT

## May 2023

**SUBMITTED:**        **June 14, 2023**

### **WATER FLOW**

MAXIMUM	227,000
MINIMUM	114,000
AVERAGE	171,000
TOTAL	5.290 MG

### **WASTEWATER FLOW**

MAXIMUM	389,700
MINIMUM	291,300
AVERAGE	337,700
TOTAL	10.4682 MG

**CALLOUTS:**        **None**

### **OPERATION & MAINTENANCE**

The plant was in compliance with the NPDES permit limitations during the month of May 2023. Staring in May and lasting through September the discharge limits on compatible pollutants imposed by Michigan EGLE are stricter because of possible bodily contact and differing aquatic conditions in the receiving stream.

The Wastewater Plant Laboratory processed 146 Bacteria tests, 32 Nitrate tests and 12 Nitrite tests in February. The annual totals through April 2023 are as follows:

- Total Coliform Bacteria-----649
- Nitrates-----113
- Nitrites-----53

Lagoon discharge season is in full swing. The lab performed analysis for Camden. Invoices for the spring lagoon discharges were completed and submitted to City Hall. The total revenue was \$4,620.00. The total amount was less than previous years because of dryer than normal winter and spring weather and the fact that the City of Reading is using the Coldwater lab. The current contract operator lives in that direction.

DPW Staff helped WWTP staff in cleaning out for of the biosolids drying beds for use. They had been out of service since the 2003-2005 construction. Plant Staff was able to temporarily remove a little over one foot in the storage tank. This buys time for decisions to be made concerning the rest of the biosolids. The biosolids in the drying beds will be stored until they can be properly tested and removed.

The biosolids in one of the storage tanks has been analyzed and is fit for land application. Biotech Agronomics is currently searching for a field for land application.

Brin Boyle's nearly 42 year career at the Jonesville Wastewater Plant came to an end on May 31, 2023. His departure was celebrated with an employee lunch on his last day. His attitude, experience, and sense of humor will be greatly missed.

### **5-Day Biochemical Oxygen Demand**

**NPDES Permit 30 Day Average Limit is 4 mg/l**

**NPDES Permit Daily Maximum is 10 mg/l**

The BOD-5 test tells us how much of the oxygen in the water is being used up or demanded by the waste in the water. High oxygen demand will deplete the oxygen in the receiving water. This will have adverse effects on the quality of life (fish) in the Receiving stream.

*Jonesville Monthly Average—3.2 mg/l*

*Average Percent Removal from the Raw Wastewater—97.3 %*

*Daily Maximum—9 mg/l*

### **Total Suspended Solids**

**NPDES Permit Limit is 20 mg/l**

Suspended solids are very important in controlling the process in the plant. Suspended solids are removed via settling clarifiers and are pumped to the anaerobic digester for treatment. The digested biosolids are applied to farmland at agronomic rates as fertilizer.

*Jonesville Monthly Average—2.5 mg/l*

*Average Percent Removal from the Raw Wastewater—98.2%*

### **Total Phosphorus**

**NPDES Permit Limit 1 mg/l Year Round**

Phosphorus is a nutrient that promotes growth. In fact, farmers use phosphorus as a fertilizer on crop lands. Phosphorus is found in many cleaning agents and industrial processes. Excessive phosphorus in wastewater promotes the excessive growth of micro and macro-organisms in the receiving stream. In other words, phosphorus promotes excessive growth of algae and seaweed. These plants demand oxygen from the water and tend to decrease the quality of life in the receiving stream.

*Jonesville Monthly Average—0.40 mg/l*

*Average Percent Removal from the Raw Wastewater—91.0%*

### **Ammonia Nitrogen**

**Monthly Average Limit is 0.5 mg/l**

**Daily Maximum Limit is 2.0 mg/l**

Ammonia Nitrogen is the result of bacterial decomposition of organic nitrogen. Examples Of organic nitrogen include animal and plant protein, amino acids and urea from urine. Ammonia nitrogen is a very unstable form of nitrogen. In wastewater plants ammonia nitrogen is oxidized to form nitrite nitrogen. Further oxidation of nitrite nitrogen will form the stable compound called nitrate nitrogen. This process is called nitrification and occurs in the trickling filter towers. If nitrification does not occur in the treatment plant, it will occur in the receiving stream once again depriving oxygen from the aquatic population. Because of the sensitive nature of the microorganisms involved in the nitrification process, the ammonia nitrogen limits are about the hardest to hit.

*Jonesville Monthly Average—0.140 mg/l*

*Average Percent Removal from the Raw Wastewater—93.2%*

*Jonesville Daily Maximum—0.72 mg/l*

Ed Hughes

# Jonesville Dept of Public Works

## May 2023

### Monthly Report

	Maintenance	White Paint	Yellow Paint	Top Dirt	COLD MIX
STATE HIGHWAYS	0 HR DT 0 HR OT	0 Gal	0 Gal	0 Yd	0 Ton
MAJOR STREETS	0 HR DT 0 HR OT	0 Gal	0 Gal	0 Yd	0 Ton
LOCAL STREETS	0 HR DT 0 HR OT	0 Gal	0 Gal	0 Yd	1/8 Ton
PARKING LOTS	0 HR DT 0 HR OT	0 Gal	0 Gal		0 Ton
POLICE STATION	0 HR OT	0 Gal	0 Gal		
FIRE DEPARTMENT	0 HR OT	0 Gal	0 Gal		
DDA SIDEWALKS	0 HR OT				
Parks	0 HR OT				0 Ton
WATER	1/2 HR DT 0 HR OT			0 Yd	0 Ton
Sewer	1/2 HR DT				

**There was 1 call out.**

The call out was to shut the water off at a residents house on Wright Street as they had a water line break.

We started the weekly brush collection.

Local Streets were cold patched.

The DDA sidewalks and the parking lot curbs were swept.

Sweeping of America was in and swept all of the curbed streets.

The Rail Trail was swept.

We painted all of the trash cans in Wright Street Park and Fast Park.

We painted all of the DDA light pole bases downtown.

The Rail Trail was mowed.

The new score board was installed at the Wright Street Park.

We started mowing the road edges.

We cleaned up before Riverfest and after.

The water was turned on at the Wright Street bathrooms and cleaned.

Mike Kyser





**CITY OF JONESVILLE  
CASH BALANCES**

		April-2023	BANK BALANCE
<b>GENERAL FUND:</b>			
	General Fund Now Checking	101-000-001	6,239.28
	General Fund CLASS Acct	101-000-007	1,769,293.60
	General Fund Cemetery CLASS Acct	101-000-007.100	96,229.33
	General Fund Alloc of Assets CLASS	101-000-007.200	427,488.63
<b>MAJOR STREETS:</b>			
	Major Streets Now Checking	202-000-001	5,287.00
	Major Streets CLASS Acct	202-000-007	660,405.61
<b>LOCAL STREETS:</b>			
	Local Streets Now Checking	203-000-001	62,022.87
	Local Streets CLASS Acct	203-000-007	726,404.20
<b>STATE HIGHWAY:</b>			
	State Highway Now Checking	211-000-001	12,767.95
<b>L.D.F.A.:</b>			
	LDFA Operating Now Checking	247-000-001	8,913.16
	LDFA Operating CLASS Acct	247-000-007	3,154,275.12
<b>D.D.A.:</b>			
	DDA Now Checking	248-000-001	63,875.29
	DDA Operating CLASS Acct	248-000-007	123,728.04
<b>SEWER FUND:</b>			
	Sewer Receiving Now Checking	590-000-001	83,290.02
	Sewer Bond & Interest Checking	590-000-001.300	10.00
	Sewer Receiving CLASS Acct	590-000-007	245,208.82
	Sewer Plant Improv. CLASS Acct	590-000-007.200	1,436,316.04
<b>WATER FUND:</b>			
	Water Receiving Now Checking	591-000-001	83,076.02
	Water Receiving CLASS Acct	591-000-007	328,597.82
	Water Plant Improvement CLASS Acct	591-000-007.100	397,739.04
	Water Bond Reserve CLASS	591-000-007.200	37,847.38
	Water RR&I Reserve CLASS	591-000-007.250	31,797.98
	Water Tower Maint CLASS Acct	591-000-007.300	53,922.61
	Water Maint CLASS Acct	591-000-007.400	68,179.58
<b>MOTOR VEHICLE POOL:</b>			
	Motor Vehicle Pool Now Checking	661-000-001	8,591.67
	Equip. Replace CLASS - Police Car	661-000-007.301	29,005.14
	Equip. Replace CLASS - Fire Truck	661-000-007.336	28,740.57
	Equip. Replace CLASS - DPW Equip	661-000-007.463	111,462.10
	Equip. Replace CLASS - WWTP/Vactor	661-000-007.590	46,089.62
<b>CURRENT TAX:</b>			
	Current Tax Checking	703-000-001	35,117.24
	Current Tax Savings Account	703-000-002	0.21
<b>PAYROLL FUND CHECKING:</b>			
		750-000-001	1,201.17
Lenore\Monthly\Interest and Cash Balances - MMYX.xls		<b>GRAND TOTAL</b>	<b>10,143,123.11</b>

**CITY OF JONESVILLE  
CASH BALANCES**

		May-2023	BANK BALANCE
<b>GENERAL FUND:</b>			
	General Fund Now Checking	101-000-001	34,000.32
	General Fund CLASS Acct	101-000-007	1,716,942.25
	General Fund Cemetery CLASS Acct	101-000-007.100	96,659.93
	General Fund Alloc of Assets CLASS	101-000-007.200	429,401.53
<b>MAJOR STREETS:</b>			
	Major Streets Now Checking	202-000-001	16,187.16
	Major Streets CLASS Acct	202-000-007	672,078.20
<b>LOCAL STREETS:</b>			
	Local Streets Now Checking	203-000-001	9,868.18
	Local Streets CLASS Acct	203-000-007	707,224.76
<b>STATE HIGHWAY:</b>			
	State Highway Now Checking	211-000-001	18,364.61
<b>L.D.F.A.:</b>			
	LDFA Operating Now Checking	247-000-001	7,012.36
	LDFA Operating CLASS Acct	247-000-007	3,163,139.09
<b>D.D.A.:</b>			
	DDA Now Checking	248-000-001	6,527.97
	DDA Operating CLASS Acct	248-000-007	109,206.65
<b>SEWER FUND:</b>			
	Sewer Receiving Now Checking	590-000-001	37,036.25
	Sewer Bond & Interest Checking	590-000-001.300	10.00
	Sewer Receiving CLASS Acct	590-000-007	316,554.43
	Sewer Plant Improv. CLASS Acct	590-000-007.200	1,442,447.71
<b>WATER FUND:</b>			
	Water Receiving Now Checking	591-000-001	30,782.32
	Water Receiving CLASS Acct	591-000-007	320,003.17
	Water Plant Improvement CLASS Acct	591-000-007.100	399,493.47
	Water Bond Reserve CLASS	591-000-007.200	38,014.32
	Water RR&I Reserve CLASS	591-000-007.250	31,938.24
	Water Tower Maint CLASS Acct	591-000-007.300	54,160.46
	Water Maint CLASS Acct	591-000-007.400	68,480.31
<b>MOTOR VEHICLE POOL:</b>			
	Motor Vehicle Pool Now Checking	661-000-001	13,476.10
	Equip. Replace CLASS - Police Car	661-000-007.301	29,179.32
	Equip. Replace CLASS - Fire Truck	661-000-007.336	28,913.17
	Equip. Replace CLASS - DPW Equip	661-000-007.463	27,961.42
	Equip. Replace CLASS - WWTP/Vactor	661-000-007.590	46,366.41
<b>CURRENT TAX:</b>			
	Current Tax Checking	703-000-001	10.00
	Current Tax Savings Account	703-000-002	0.00
<b>PAYROLL FUND CHECKING:</b>			
		750-000-001	12,864.89
Lenore\Monthly\Interest and Cash Balances - MMYX.xls		<b>GRAND TOTAL</b>	<b>9,884,305.00</b>



# THE ASSOCIATION OF PUBLIC TREASURERS OF THE UNITED STATES AND CANADA

BESTOWS ALL RIGHTS, RECOGNITION, AND HONOR OF THE PROFESSIONAL CREDENTIAL OF  
CERTIFIED PUBLIC FINANCE ADMINISTRATOR

TO

## LENORE SPAHR

MAY 2023

IN RECOGNITION OF THE COMMITMENT TO EXCELLENCE IN PUBLIC TREASURY STANDARDS  
AS ESTABLISHED BY THE ASSOCIATION

CERTIFICATION IS SUBJECT TO RENEWAL JUNE 1, 2028

## June 1, 2023 - An update from LRS

Dear City of Jonesville,

As we continue our partnership as the City's exclusive waste and recycling hauler, we thank you for putting your trust in us to provide weekly services. As a reminder, there will be a slight increase in the service rates for your City beginning in June. This increase reflects the City's annual price adjustment for all contracted services, including weekly curbside service.



Should you have any further inquiries or requests, please feel free to contact us at [ContactUs@ModernWasteSystems.com](mailto:ContactUs@ModernWasteSystems.com) or call 517.536.4900.

Sincerely,

**LRS**

**RECEIVED**  
MAY 22 2023

BY: \_\_\_\_\_



RECEIVED  
MAY 19 2023  
BY: \_\_\_\_\_

May 16, 2023

City Manager  
City of Jonesville  
265 East Chicago Street  
Jonesville, MI 49250-1002

Dear City Manager:

RE: Important Information—Update Regarding Price Changes

Due to a reduction in the 2023 costs associated with providing certain broadcast stations, the overall monthly charge for the Broadcast TV Fee will be lowered for customers in your community from \$21.40 to \$21.30. We are providing notice to customers through bill messages, and their billing statements will reflect the decrease in the monthly fee.

Please feel free to contact me at 248-924-4917 if you have any questions.

Sincerely,

Eric Woody  
Manager, Government & Regulatory Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170



RECEIVED  
JUN 15 2023

June 13, 2023

BY:\_\_\_\_\_

City Manager  
City of Jonesville  
265 East Chicago Street  
Jonesville, MI 49250-1002

RE: Price Change to Starz Channel

Dear City Manager:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following change:

- Starz will be increasing its per month price from \$8.99 to \$9.99 effective with a customer's July 2023 billing statement.

Please feel free to contact me at 248-924-4917 if you have any questions.

Sincerely,

Eric Woody  
Manager, Government & Regulatory Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170