265 E. Chicago Street, Jonesville, MI 49250

(517) 849-2104 (517) 849-9037 Fax

www.jonesville.org manager@jonesville.org

CITY OF JONESVILLE COUNCIL AGENDA DECEMBER 17, 2014 - 6:30 P.M. CITY HALL

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/A MOMENT OF SILENCE
- 2. APPROVAL OF AGENDA

3. PUBLIC COMMENTS/AUDIENCE PRESENTATIONS

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. None

5. PUBLIC HEARING AND SUBSEQUENT COUNCIL ACTION

A. United States Department of Agriculture Rural Development (USDA-RD) Community Facilities Grant – Fire Truck Equipment Purchase

6. REPORTS AND RECOMMENDATIONS

A.	Jonesville District Library Board Appointment	[Action Item]
B.	Professional Services Agreement – Water Cross Connection Inspections	[Action Item]
C.	Assessing Administration Agreement	[Action Item]
D.	Cemetery Committee Bylaws	[Action Item]
E.	Schedule Public Hearing: Ordinance No. 211 Cemeteries	[Action Item]
F.	2014 Planning Commission Annual Report	[Action Item]
G.	City Council 2015 Meeting Calendar	[Action Item]
	Board and Committee Appointments	[Action Item]
I.	2015 Health and Dental Insurance Renewals	[Informational Item]

7. COUNCIL MINUTES

A. Consider minutes of September 17, 2014 regular meeting

[Action Item]

[A -42 --- Y4----]

8. ACCOUNTS PAYABLE

A. Accounts Payable for December 2014 totalling \$96,912.58

[Action Item]

9. DEPARTMENT REPORTS

- A. Fire Department Chief Adair
- B. Water/Wastewater Treatment Plant Superintendent Mahoney
- C. Department of Public Works/Zoning Administrator Report Superintendent Kyser
- D. Police Department Chief Lance
- E. Cash Report Finance Director Spahr
- F. Planning Commission Assistant to the Manager McLean
- G. Cemetery

10. ADJOURNMENT

265 E. Chicago Street, Jonesville, MI 49250

(517) 849-2104 (517) 849-9037 Fax

www.jonesville.org manager@jonesville.org

To: Jonesville City Council

Jeffrey M. Gray, City Manager From:

December 12, 2014 Date:

Manager Report and Recommendations - December 17, 2014 Council Meeting Re:

United States Department of Agriculture Rural Development (USDA-RD) Community 5. A. Facilities Grant – Fire Truck Equipment Purchase

The purpose of the public hearing is to allow the public an opportunity to comment on the City's application to the USDA-RD to support the purchase of a new Fire Pumper Tanker. As is indicated in the attached pre-application review from USDA-RD, a grant of up to \$50,000 is requested to support the approximately \$260,000 vehicle purchase. The public hearing is required prior to final approval by USDA-RD and comments received will be forwarded to them. No action is required by Council. Please refer to the attached public hearing notice and USDA-RD correspondence.

Jonesville District Library Board Appointment

Action Item

The Jonesville District Library is recommending the appointment of Sara Cark to fill a vacancy left following resignation by Julie Price. She would serve the remainder of the unexpired term, to February 2017. I would recommend that Council consider a motion to appoint Sara Cark to fill a vacant term on the District Library Board to February 2017. Please refer to the attached application for appointment.

Professional Services Agreement – Water Cross Connection Inspections [Action Item] 6. B. As has been reported at recent meetings, periodic inspection of commercial and industrial properties is required by the Michigan Department of Environmental Quality (MDEQ). These inspections are intended to assure that risks of backflow of hazardous materials and wastewater into the public water supply are reasonably prevented. MDEQ has met with Superintendent Kyser and Superintendent Mahoney to review required improvements to our program, including the need to resume inspections. Mr. Kyser, Mr. Mahoney and I recently met with two firms to hear proposals for providing required services.

We are recommending that Council consider a three-year service agreement with HydroDesigns. Although HydroDesigns proposal came in at a greater cost than their competitor, they propose a more complete scope of services. Importantly, their proposal includes a public relation program to provide information and raise awareness prior to beginning inspections. In addition, they will provide an inspected facility with up to six hose bibb vacuum breakers at no cost, which is one of the more common sources of backflow. HydroDesigns is located in Michigan and has received outstanding recommendations from other communities that use them.

The three-year contract for services would come to a total cost of \$19,620, or \$6,540 annually. The contract is payable in monthly installments of \$545.00. Staff is recommending that the first year be paid from the Water Fund Balance. Staff will bring a recommendation to address subsequent year costs through a fee to users assessed on water bills during the annual budget review. Mark Kneibel with HydroDesigns will be in attendance at the Council meeting to answer questions and review services. I recommend a motion to approve the three-year service agreement with HydroDesigns at a monthly cost of \$545.00. Please refer to the attached proposal from HydroDesigns. I have a copy of the competitor proposal available for those interested in reviewing it at City Hall.

Assessing Administration Agreement 6. C.

[Action Item]

In October, the City requested proposals from assessors to provide assessing services. Unfortunately, only one proposal was received and was not viable since the contractor was unable to provide office hours Manager Report and Recommendations December 17, 2014 Council Meeting Page 2 of 2

in City Hall. We subsequently sought collaboration with the Hillsdale County Equalization Office to provide the service. On December 9th, the County Board of Commissioners approved the attached agreement to provide the service from January 1, 2015 through June 30, 2015. It is believed that once March Board of Review is complete, more contract assessors will be available to take on additional work. I am thankful for assistance from Nick Wheeler, County Equalization Director, in facilitating this arrangement. I recommend a motion to approve the Assessing Administration Agreement with Hillsdale County in the amount of \$1,600 per month. Please refer to the Assessing Administration Agreement.

6. D. Cemetery Committee Bylaws

[Action Item]

The Cemetery Committee has been working diligently on the development of various organizational materials for the administration of both the committee and the Cemetery. At their December 10th meeting, the Committee acted to recommend that Council approve the attached Committee Bylaws to describe their purpose, membership, and activities. I recommend a motion to accept the Cemetery Committee's recommendation and approve the Cemetery Committee Bylaws. *Please refer to the attached Committee Bylaws*.

6. E. Schedule Public Hearing: Ordinance No. 211, Cemeteries

[Action Item]

Also at their December 10th meeting, the Cemetery Committee recommended Council consider the attached Cemetery Ordinance. I would recommend a motion to hold a public hearing on the proposed Ordinance at the January 13, 2015 regular meeting. *Please refer to the attached copy of Ordinance 211*.

6. F. 2014 Planning Commission Annual Report

[Action Item]

The Planning Commission is required by State statute to prepare and present an annual report to the City Council. The report describes the operations of the Planning Commission, the status of planning activities and annual goals, planning and development activities, and anticipated fiscal needs. I would recommend a motion to accept the 2014 Planning Commission Annual Report. Please refer to the attached 2014 Annual Report.

6. G. City Council 2015 Meeting Calendar

[Action Item]

Consistent with the current meeting schedule, the draft calendar proposes that meetings be held on the third Wednesday of each month at 6:30 p.m. at City Hall, except that the January and March meetings have been adjusted per the action at the November meeting. It will be necessary to take up a motion to approve the 2015 meeting calendar. *Please refer to the attached draft calendar*.

6. H. Board and Committee Appointments

[Action Item]

Various Board and Commission appointments are necessary due to their expiration in 2014.

- Citizenship Committee Councilman Hayes and Kathy Adams have indicated that they are willing to accept reappointment for a three-year term expiring in November of 2017. Jim Marks' Council position is open on the Committee. I would welcome a volunteer for that spot.
- Downtown Development Authority Penny Sarles is willing to accept reappointment for a four-year term ending in November of 2018.
- ➤ Local Development Finance Authority Steve Harding will accept a reappointment for a four-year term ending in November of 2018.

It would be appropriate to consider a motion to approve appointments to the various boards.

6. I. 2015 Health and Dental Insurance Renewals

[Informational Item]

Insurance renewals are coming due for 2015. Our current health plan with Blue Care Network will be renewed with a premium increase of 8.79%. Dental rates are holding the same as our previous contract. We will be moving our pediatric dental coverage, which is a requirement of the Affordable Care Act, from Blue Care Network to Delta Dental for a slight decrease in premium costs. These changes are within the 10% premium increase that was budgeted.

265 E. Chicago Street, Jonesville, MI 49250

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CITY OF JONESVILLE

NOTICE OF PUBLIC HEARING

The Jonesville City Council will hold a public hearing on Wednesday, December 17, 2014 at 6:30 p.m. at the Jonesville City Hall, 265 E. Chicago Street, Jonesville, Michigan, for the purpose of hearing comments regarding the purchase of a fire truck in conjunction with a USDA-Rural Development Community Facilities grant.

Individuals with disabilities requiring auxiliary aids or services should contact the City of Jonesville by writing to the above address or calling 517-849-2104. The City of Jonesville is an Equal Opportunity Employer.

Cindy Means, Clerk City of Jonesville



United States Department of Agriculture

December 10, 2014

Lenore Spahr, Finance Director Village of Jonesville 265 E. Chicago Street Jonesville, MI 49250

RE: Fire Truck Equipment Purchase

Dear Ms. Spahr:

We have reviewed the pre-application material in accordance with our instruction and it appears you meet our requirements for eligibility.

This project received a Project Selection Score of 75 points. Our records show that a total of \$259,604 is needed for the project and that \$50,000.00 in grant dollars is requested per the pre-application from USDA, Rural Development.

If this is not acceptable, or there are significant changes, please contact the Mason Area Office.

At this point further information is required along with a full application for services as follows:

- 1. General Public Meeting Applicants should inform the general public regarding the development of any project. Any applicant not required to obtain authorization by vote of its membership or by referendum, to incur the obligation of the proposed loan or grant, will hold at least one public meeting. The public should be notified of the meeting at least 10 days prior by newspaper publication and posting of notices. Supply this office with a copy of the published notice /affidavit of publication and minutes of the public meeting. The public meeting must be held after the pre-application and at least prior to any loan approval.
- 2. Necessary technical equipment specifications should be obtained and submitted to for review and approval. Competitive estimates are required.

You are advised against taking any actions or incurring any obligations which would either limit the range of alternatives to be considered, or which would have an adverse effect on the environment. If you have any questions, please contact B.J. Haire, Area Specialist at (517) 242-5844.

Sincerely,

B.J. Haire Area Specialist

CC: S/O Community Programs Division

Rural Development

P.O. Box 703180, 47526 Clipper St., Plymouth, MI 48170 Voice (517) 242-5844 • Fax (734) 468-8500

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mall at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

JONESVILLE CITY BOARDS & COMMITTEE APPLICATION FOR APPOINTMENT

Board or Committee to which appointment is order of preference.)	desired. (If more than one, please list in
Jonesville District Library Boa	ard
1. Name SARA CARK 2. Moore 3. Employer TNSUPANCE SERVICES 4. Email ad	
5. Home Address 651 WRIGHT ST. 10N Street City 6. Home Telephone 617-849-5097 7. Busin	ESVILLE 49250 y zip
8. Length of residency in Jonesville Tyear	
9. List other community organizations/committee. HILLSDALE COUNTY RELAY FOR LITTER 10. Please indicate below the background value if you are appointed. Also, indicate requested board or committee.	or experience you have which will be of
(Please continue on reverse side if needed and be other pertinent information if so desired.)	sure to sign and date. Please attach resume or
I am an organized and creative person and	t I unjoy working with others
to coordinate and present services and eve	ints that ungage others and
helip the community come bouther. As a free	
appreciate all the services and resources of	Fered to the Community; and I hope to be a part of its Continued popularity and
12-10-2014 San	a Cark growth.
Date of Application Signatur	re

PLEASE RETURN THIS APPLICATION TO: City of Jonesville

265 E. Chicago Street Jonesville, Mi 49250 Phone: 517-849-2104 Fax: 517-849-9037

Corporate Headquarters

5700 Crooks Rd., Ste. 100

Troy, MI 48098 800.690.6651 toll free 248.250.5000 phone 248.786.1788 fax



www.hydrodesignsinc.com

November 14, 2014

Jeffrey M. Gray City Manager City of Jonesville 265 East Chicago St. Jonesville, MI 49250

Dear Mr. Gray,

Based on our recent meeting and the information you provided we have prepared a program that will meet your specific Cross-Connection Control Program needs. Also, included within this package is our standard Professional Services Agreement. For your convenience, this presentation has been divided into four sections. They include:

- Background
- **b** Executive Summary
- Professional Services Agreement
- Appendix

This proposal is based upon completing a total of **55** initial inspections, compliance inspections/reinspections of your commercial, industrial & institutional facilities on an annual basis.

This proposal is based on a period of 36 months. High hazard facilities (estimated at 20) will be reinspected on an annual basis with all the remaining low hazard facilities being inspected on a five-year reinspection frequency. HDI will assess the degree of hazard of each facility and determined the reinspection frequency.

If you have any questions please feel free to contact me at 616.826.8069 or via email at *mkneibel@hydrodesignsinc.com*. We look forward to working with you and the City of Jonesville on this project.

Sincerely,

Mark Kneibel Regional Manager

Mark Kneibel

Proposal

November 14, 2014

Jeffrey M. Gray City Manager City of Jonesville



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Executive Summary

Program Recommendations

Based on the information provided, HDI will provide the following services to the City of Jonesville. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Jonesville with the necessary data and information to maintain compliance with the Michigan Department of Environmental Quality (DEQ) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HDI, you may expect completion of the following elements within a three (3) year period. The components of the project include:

- Annually, perform a minimum of 55 initial inspections, compliance inspections, and re-inspections at
 individual industrial, commercial, institutional facilities and miscellaneous water users within the City
 served by the public water supply for cross-connections. Inspections will be conducted in accordance
 with the DEQ Water Bureau Cross Connection Control regulations.
- 2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies using the HDI online test submittal process.
- 3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
- 4. Generate and document the required program data for the facilities using the HDI Software Data Management Program.
- 5. Submit comprehensive management reports on a quarterly basis.
- 6. Conduct an annual review meeting to discuss overall program status and recommendations.
- 7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
- 8. Prepare the annual State of Michigan, DEQ Water Bureau Cross Connection Report.
- Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
- 10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 545.00 Annual Amount: \$ 6,540.00 Contract Total: \$ 19,620.00

Contract Amount is based upon a 36-month period. HDI will invoice in 36 equal amounts of \$ 545.00



PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this ______ by and between the City of Jonesville, organized and existing under the laws of the State of Michigan, referred to as "Utility", and Hydro-Designs, Inc. a Michigan Corporation, referred to as "HDI".

WHEREAS, the Utility supplies potable water throughout its geographic boundaries to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HDI is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HDI to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HDI as an independent contractor to inspect its potable water distribution system in public, commercial and industrial facilities within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water user's facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HDI under this Agreement will include the inspections, compliance, preparation of quarterly management reports, and annual cross connection reports with respect to the Facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Service"). Should other reports be included within the scope of services, the same shall be appended to this Agreement as Exhibit 1.

- **2.1 PROGRAM REVIEW.** HDI will review for the Utility Cross Connection Control Program. Items for review include the following:
 - Review state & local regulations
 - Review wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
 - Special Program Notices
 - Prioritize Inspections
 - Review procedures and protocol for addressing specific hazards
 - Review program reporting procedures
 - Review educational and public awareness brochures
 - Obtain updated facility listing and address information
 - Establish facility inspection schedule
 - Review high hazard and large industrial facility inspection/containment procedures



- 2.2 INSPECTIONS. HDI will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Department of Environmental Quality—Water Bureau Cross Connection Control Rules.
 - Initial Inspection the first time an HDI representative inspects a facility for cross connections.
 Degree of Hazard is assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
 - Compliance Inspection subsequent visit by an HDI representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
 - Re-Inspection Revisit by an HDI representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle).
- 2.3 INSPECTION SCHEDULE. HDI shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility designated contact person. Initial check in to include a list of inspections scheduled. An exit interview will include a list of inspections completed.
- 2.4 PROGRAM DATA. HDI will generate and document the required program data for the facilities listed below (in 2.10) using the HDI Software Data Management Program. Program Data shall remain property of the Utility; however, the HDI Software Data Management program shall remain the property of HDI. Data Services to include:
 - Prioritizing and scheduling of inspections
 - Notify users of inspections, backflow device installation and testing requirements
 - Monitor inspection and testing compliance using the HDI online test management program
 - Maintenance of program to comply with all DEQ regulations
- 2.5 MANAGEMENT REPORTS. HDI will submit comprehensive management reports on a quarterly & annual basis to the Utility, which will include the following:
 - Report format to include electronic updates and/or hard copy
 - Electronic reports will be available in a downloadable format
 - Number of facilities inspected/surveyed
 - Number of facilities compliant/non-compliant
 - Backflow prevention assembly testing notices sent and compliance status
- 2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HDI will review the current cross-connection control ordinance and cross-connection control plan. Items for review include:
 - Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
 - Re-inspection frequency for all facilities.
 - Backflow prevention assembly testing requirements.
- 2.7 VACUUM BREAKERS. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection.
- 2.8 PUBLIC RELATIONS PROGRAM. HDI will continue to assist the Utility with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.



- 2.9 SUPPORT. HDI will provide ongoing support via phone, fax, text, internet or email for the contract period.
- 2.10 FACILITY TYPES. The facility types included in the program are as follows:
 - Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users

Complex Facilities. The primary responsibility of the water utility through the State of Michigan Cross-Connection Rules is to protect the public water supply distribution against the entrance of contaminants and/or pollutants. When the water utility is faced with a facility, (i.e., complex piping or potentially hazardous systems) whose internal piping system is difficult or too complex to follow or is subject to frequent unauthorized changes, service line protection or "containment" of the premises should be required. It is the responsibility of the owner of the property to provide adequate protection of the internal plumbing system from cross connections.

- 2.11 INSPECTION TERMS. HDI will perform 165 total inspections over a three (3) year contract period. The total inspections include all initial inspections, compliance and re-inspections.
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENTAL QUALITY & MICHIGAN ADMINISTRATIVE CODE.

 HDI will assist in compliance with DEQ and Michigan Administrative Code cross connection control program requirements for all commercial, industrial, institutional and public authority facilities.
- **2.13 POLICY MANUAL.** HDI will review and/or develop the comprehensive cross connection control policy manual/plan.
- 2.14 INVENTORY. HDI shall inventory all accessible (ground level) backflow prevention assemblies and devices. Information for testable assemblies to include: location, size, make, model and serial number if applicable.
- **2.15 DATA MANAGEMENT.** HDI shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW. HDI will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES. HDI will provide cross-connection control educational brochures for download at www.hydrodesignsinc.com
- 2.18 INSURANCE. HDI will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- **3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS. The Utility, with the technical and professional assistance of HDI, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION. In the event that the Utility or HDI has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING. The Utility must provide HDI a complete updated list of facilities to be inspected. Information to include facility name, address, contact person, and phone number, (if available). Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$70.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.
- 3.5 LETTERHEAD/LOGO. The Utility will provide HDI with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

ARTICLE IV. Term

- 4.1 TERM AND TERMINATION TERM. Services by HDI under this Agreement shall commence on _____ and end three (3) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90-day period shall deem the proposed terms void.
- **4.2 RENEWAL.** Upon the expiration of this Agreement the Village will have the option to renew under the same terms of this agreement for two (2) consecutive one (1) year periods.
- 4.3 TERMINATION. The Utility or HDI may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts of work performed by HDI.
- 4.4 BASE COMPENSATION. From ______ the Utility shall pay HDI as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of \$545.00 per month, \$6,540.00 annually for a three (3) year contract period totaling \$19,620.00.
- 4.5 PAYMENT OF INVOICES. Upon presentation of invoices by HDI, all payments including base and other compensation shall be due and payable on the first day of each month (due date) for which services will be or have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this agreement. For any payment to HDI which is not made within thirty (30) calendar days after the due date, HDI shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES. In the event that the Utility request and HDI consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's



water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HDI shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility, additional costs incurred in (a) treating Abnormal or Biological Toxic Materials; (b) disposing of process residue; (c) meeting new or changed government regulations or reporting requirements, including changed effluent or potable water standards which increase the cost of operating the Facilities; (d) arising from construction or modification of the Facilities, or (e) expenditures for Capital Improvement and Capital Repairs.

- **4.7 CLIENT CONFIDENTIALITY.** All communications between HDI and the Utility regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements of the Freedom of Information Act.
- **4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES HDI personnel will not enter into confined spaces.

ARTICLE V. Risk Management

- 5.1 INFORMATION. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping, complete accurate data is not always available.
- INDEMNIFICATION. HDI agrees to and shall hold the Utility, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HDI in the performance of its services under this Agreements. The Utility agrees to and shall hold HDI, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the Utility. In the event that both HDI and the Utility are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HDI's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HDI shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
- 5.3 HDI INSURANCE. HDI currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability Automobile Liability (Combined Single Limit) Worker's Compensation/ Employer's Liability	\$5 Million	\$5 Million
	\$1 Million	
	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HDI shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. These policies will be in effect at the time HDI takes possession of the Facilities. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.



- 5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this agreement. The Utility and HDI agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HDI as the case may be.
- **RELATIONSHIP.** The relationship of HDI to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HDI shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- **5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HDI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 **HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.
- **5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- **5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- **5.10 REIMBURSABLE EXPENSES.** For the purpose of this Agreement, employee reimbursable expenses shall comply with the published Federal guidelines.
- FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- **5.12 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has power authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.13 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by Oakland County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.



- **5.14 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.15 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HDI:

Hydro Designs, Inc. c/o John Hudak 5700 Crooks Road, Ste. 100 Troy, MI 48337 (248) 250-5005 (248) 789-1788 fax

If to Utility:

Jeffrey M. Gray City Manager City of Jonesville 265 East Chicago St. Jonesville, MI 49250

5.16 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Jonesville

By: Its:

Hydro-Designs, Inc.

Its: President/COO

Appendix

Specific Qualifications & Experience

Hydro Designs, Inc. is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the <u>main</u> core and <u>focus</u> of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HDI conducts over 30,000 Cross Connection Control Inspections annually.
- HDI tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity
 and keep program costs affordable. We have a detailed system and process that each of our
 field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the
 water users in each of the communities we serve. We teach and train <u>customer service</u> skills in
 addition to the technical skills since our team members act as representatives of the community
 that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HDI recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HDI currently serves over 160 communities in Michigan, Wisconsin, Maryland, Delaware,
 Virginia & Florida. We still have our first customer!
- HDI staff and company are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HDI is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HDI to provide Cross Connection Control Surveys,
 Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



Professional Associations & Organizations

At Hydro Designs, we are citizens of our industry. HDI Associates are active members of the following professional organizations:



Project Staff

Glenn Adamus Vice President – Industrial Operations

Mr. Adamus has been with HDI for over ten years and is responsible for all field operations. He is conversant in Federal, State and industry drinking water regulations/guidelines as they apply to water quality control practices. Mr. Adamus holds a B.S. in Biochemistry and a Master's of Science in Environmental Science from the University of Michigan – Dearborn. He has performed various water quality analysis projects related to process water and potable water systems and has performed and managed industrial and state cross-connection control projects for over seven years.

In addition to his field experience, Mr. Adamus has the following certifications/training:

Michigan Department of Environmental Quality (MDEQ) Water Bureau

Soil Erosion & Sedimentation Control Certification, Part 91 – Feb. 2005

Michigan Department of Environmental Quality (MDEQ) Water Bureau

Certified Construction Site Storm Water Operator Certification – 2005

Michigan Department of Environmental Quality (MDEQ) Water Bureau

Certified Industrial Site Storm Water Operator Certification – 2005

University of Wisconsin Madison - College of Engineering

- Cross-Connection Control and Backflow Prevention Assembly Testing Certificate, 2007
- Cross-Connection Control and Backflow Prevention Surveyor Certificate, 2009

American Society of Sanitary Engineering (ASSE)

- Series 5000, 5150 Backflow Prevention Program Administrator Certification, January 2010
- Certified Backflow Prevention Assembly Tester, August 2011



Project Staff (continued)

Paul Patterson Vice President – Municipal Operations

Mr. Patterson has been with HDI since 2004 and is responsible for overseeing operations of Cross Connection Control Programs in Delaware, Florida, Maryland, Michigan and Virginia. He also conducts training in Backflow Prevention and Cross Connection Control for the Michigan Department of Environmental Quality, Michigan Rural Water Association and Delaware Rural Water Association. Prior to HDI, Mr. Patterson was a member of the United States Air Force where he assisted in the implementation of a Cross Connection Control Program at a stateside installation and was involved in numerous construction projects worldwide. Mr. Patterson has over 18 years' experience in plumbing, water distribution, cross connection control and backflow prevention. In addition to his extensive experience Mr. Patterson has also held the following certifications through his career:

State of Nevada

- Water Distribution Operator
- Journeyman Plumbers License Clark County
- CAL/NV AWWA Backflow Prevention Assembly Tester

University of Florida - TREEO Center

- Cross-connection Control Program Manager
- Cross-connection Control Ordinance & Organization
- Cross-connection Control Survey & Inspection
- Cross-connection Control Backflow Prevention Testing

American Society of Sanitary Engineering

- Backflow Prevention Assembly Testing
- Backflow Prevention Assembly Repair
- Backflow Prevention Program Administrator
- Cross Connection Control Surveyor
- Instructor/Proctor Backflow Prevention Assembly Tester Course
- Instructor/Proctor Cross Connection Control Surveyor Course
- Instructor/Proctor Backflow Prevention Program Administrator Course

State of Virginia

- Commercial Plumbing Inspector
- Backflow Prevention Device Worker

International Code Council

Commercial Plumbing Inspector



Project Staff (continued)

Mark Kneibel Project Manager, Field Inspector

Mr. Kneibel joined HDI in July 2011 after working with the Village of Wyoming, MI for over 25 years. He holds many licenses and certifications in the water industry and is very active in the Plumbing and Backflow Prevention association communities.

State of Michigan

- S-1 Waterworks System Operator, I.D. #5344
- Journeyman Plumber, License #8214718
- Plumbing Inspector, Registration #004035
- Backflow Prevention Assembly Tester, Certification #95-221

American Society of Sanitary Engineering (ASSE)

- Backflow Prevention Program Administrator
- Backflow Prevention Assembly Tester

Jerry Ayers Project Manager, Field Inspector

Mr. Ayers has been employed with Hydro Designs, Inc. for over 5 years. Jerry has performed numerous cross-connection control surveys and inspections at large, complex, high hazard industrial facilities. He recently was promoted to Regional Manager for the Michigan Municipal Division. He holds the following industry certifications:

University of Florida - TREEO Center, June 2008

- Cross-Connection Control Program Manager Certificate
- Cross-Connection Control Ordinance & Organization Certificate
- Cross-Connection Control Survey & Inspection Certificate

University of Wisconsin - Madison, November 2006

Cross-Connection Control and Backflow Prevention Certification

American Society of Sanitary Engineering (ASSE)

- Backflow Prevention Program Administrator
- Backflow Prevention Assembly Tester



Organizational Chart



Larry J. La Bute Founder/CEO Mark L. Martin CPA/Principal

John Hudak President/COO

Glenn Adamus Vice President Gary McLaren
General Mgr.,- Wi

Paul Patterson Vice President Steve Fox Sales/Training Edward Auferoth

MICHIGAN TEAM

•Mark Kneibel - Operations Manager John Crable - Operations Manager •Karen Hanson - Administrative Manager John Moe – Field Inspection Services Mark Shalawylo – Field Inspection Services Jerry Ayers – Field Inspection Services •Gary Bendes -- Field Inspection Services Steve Oleskiewicz – Field Inspection Services Bill Alttama — Field Inspection Services Dany Kizy - Field Services/CAD •Dan Weinman – Field Services/CAD *Rvan Hensley - Administration -Bethany Patterson – Administration •Tracy Matas – Administration •Sam Smithson – Administration *Sharon McMahon - Accounting

WISCONSIN TEAM

*Tony Averbeck — Client Services Manager
*Al Roller — Field Inspection Services
*Jerry Ruge — Field Inspection Services
*D.J. Schneider — Operations Manager
*Dan Derozier — Field Inspection Services
*Rick Kinney — Operations Manager
*Scott Mitchell — Field Inspection Services
*Scott Lange — Operations Manager
*Kelly Sterken — Administrative Manager
*Anne Eckdahl — Administration
*Nancy Essers — Administration

FLORIDA/MID-ATLANTIC TEAM

•Greg Hooper = FL Operations •Scott Price - Mid-Allantic Operations •Amy La Bute - Administration

Hydro Designs, Inc.
Corporate Office
5700 Crooks Rd., Ste. 100
Troy, MI 48098
800.690.6651
hydrodesignsinc.com
info@hydrodesignsinc.com

Hydro Designs, Inc Wisconsin Office 2665 S. Moorland Rd., Ste. 209 New Berlin, WI 53151 800.315.4305 Hydro Designs, Inc. Mid-Atlantic Office 210 Vickers Dr. Milford, DE 19963 800.690.6651 ext 5003 Hydro Designs, Inc. Florida Office 3563 Lake Breeze Dr. Orlando, FL32808 800.690.6651 ext. 5001

"Protecting Orinking Water from the Hazards of Bockflow since 1983"



Cross Connection Control Program Sample PLAN Components



Purpose

Establish Legal Authority

Definitions

COMPLIANCE = P+S+T+D

Plan

Surveys

Testing

DOCUMENTATION

Coordination With Local Authorities (Plumbing/Building/ Fire/Health)

Public Relations

Training & Certification Requirements (Surveys & Testing) Cross Connection
Control Plan
Water Unity
Approved:

Approved Backflow Prevention Methods State & Local 1991 E

Backflow Prevention Assembly Prevention Costs

Inventory / Assessment

/ Selection of Appropriate Backflow Prevention Devices Determine Frequency of Testing

Determine "Degree of Hazard" and Re-Inspection Frequency Site Inspections /

Spreadsheets
Word Processing
Notice Generation
Telephone Inquiries
Backflow Prevention
SOFTWARE

ligarity (33 lile)

Data Administration & Compliance Reporting

New Construction Plan Review or Change in Occupancy

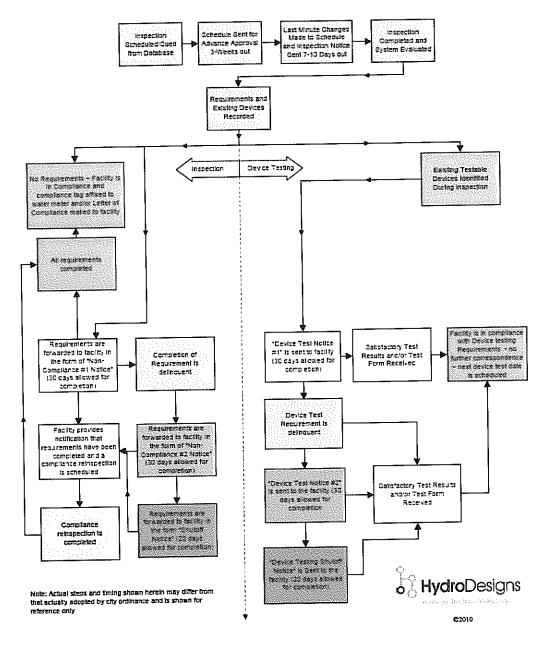
> Enforcement Action(s)

Customer Service Quality Assurance

Backflow Incident Response Procedures

Budget / \$ Funding for Program In-House Resources & Costs Outsource Program Costs Combination of Above

Cross Connection Control Program Completion Process



Cross-Connection Control Inspection & Backflow Prevention Assembly Testing Components – Process Flow Chart

ASSESSMENT ADMINISTRATION AGREEMENT

WHEREAS, there is a mutual agreement between the Hillsdale County Board of Commissioners and the City of Jonesville that the assessing function of the City of Jonesville shall be completed through the Hillsdale County Equalization Department, and,

WHEREAS, the County of Hillsdale (hereinafter referred to as "COUNTY"), the Equalization Department of said County (hereinafter referred to as "EQUALIZATION"), and the City of Jonesville within said County (hereinafter referred to as "CITY"), are desirous of setting forth their various rights and responsibilities as agreed among them.

IT IS FURTHER AGREED that this Agreement shall commence January 1, 2015 and continue through June 30, 2015.

IT IS FURTHER AGREED that this Agreement may be cancelled at any time during this agreement with a 30 day notice by the party desiring to cancel the Agreement.

IT IS FURTHER AGREED that once this agreement expires or in the event this Agreement is terminated prior to the expiration date, the entire assessing function and responsibilities will be relinquished by the COUNTY (including pending appeals) and returned to the CITY and that the COUNTY shall bear no further expenses.

IT IS FURTHER AGREED, that the CITY shall pay the COUNTY the sum of One Thousand Six Hundred Dollars and no/100 (\$1,600) per month for this Agreement from January 1, 2015 through June 30, 2015.

IT IS FURTHER AGREED, by and between the parties hereto that they shall perform in accordance with the terms and conditions as follows:

- 1. That the COUNTY shall bear the cost of and reimbursement for customary mileage expenses which may be incurred by activities necessary and appropriate for the duties contained in this agreement.
- 2. That EQUALIZATION shall complete all necessary assessment work to include forms, reports and/or "paperwork" related to the assessing function, preparation and certification of the tax roll, and others which may be required by the state.

ASSESSMENT ADMINISTRATION AGREEMENT

- 3. That EQUALIZATION shall be responsible for approving or disapproving all Land Division Applications submitted to the City for the purpose of splitting or partitioning of parcels located within the CITY and that EQUALIZATION shall be known as "Land Division Agent" for the CITY. All Land Division Applications will be approved or disapproved in accordance with The LAND DIVISION ACT (ACT 288 of 1967) and the CITY Zoning Ordinance.
- 4. That EQUALIZATION shall be responsible for reappraisal or modification of individual appraisals which may be occasioned by the splitting or partitioning of previously appraised parcels located within the CITY.
- 5. That EQUALIZATION shall be responsible for modifying appraisals or deleting assessments which may be occasioned by the razing of structures on parcels within the CITY.
- 6. That EQUALIZATION shall be responsible for new assessments or reappraisals which may be necessitated by new on-site construction within the CITY.
- 7. That EQUALIZATION shall furnish computer appraisal cards (sheets) to be used in connection with the preparation and certification of the CITY tax roll.
- 8. That the COUNTY shall defend and bear the cost (limited to the expertise contained within the Equalization Department) of all appeals by City Taxpayers and heard before the Michigan Tax Tribunal, Small Claims Division during the term of this agreement.
- 9. That the CITY shall defend and bear the cost of appeals, including, but not limited to attorney fees, expert witness and witness fees and mileage, costs of litigation, by City Taxpayers and heard before the Full Michigan Tax Tribunal. All other appeals shall be at the expense of said CITY. The COUNTY and EQUALIZATION shall provide such expertise, data, testimony and materials as contained within the Equalization Department, reasonably necessary to such defense during the term of this Agreement.
- 10. That EQUALIZATION shall cooperate and work with City officials, City employees and agents to answer and effectively deal with taxpayer questions concerning the appraisal card system and/or the Michigan Real Estate Tax System.

ASSESSMENT ADMINISTRATION AGREEMENT

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS

dated this 9 th day of December, 2014 Mark E. Wiley, Chairperson, Hillsdale County Board of Commissioners		
Nicolas L. Wheeler, Director, Hillsdale (is 9 th day of Decembe County Equalization	
Robert Snow, Mayor, City of Jonesville	isday of	, 2014
dated the Jeffrey M. Gray, Manager, City of Jones	isday of sville	, 2014

CITY OF JONESVILLE CEMETERY COMMITTEE BYLAWS

I. NAME AND PURPOSE

- A. The name of the committee shall be CITY OF JONESVILLE CEMETERY COMMITTEE, hereinafter referred to as the Cemetery Committee.
- B. The Cemetery Committee was established by the Jonesville City Council on September 17, 2014, pursuant to Section 7.13(a) of the Jonesville City Charter.
- C. The Cemetery Committee serves as an advisory committee, whose purpose is to make recommendations to the Jonesville City Council on matters related to the professional operation and management of Sunset View Cemetery.

II. MEMBERSHIP, APPOINTMENT, TERM, VACANCIES

- A. The Cemetery Committee shall consist of seven (7) members appointed by the Jonesville City Council. The members shall be individuals who, in the view of the City Council, are qualified to act in the best interests of the Sunset View Cemetery. The membership of the Cemetery Committee shall include the following:
 - 1. One (1) representative of the Jonesville City Council.
 - 2. At least one (1) representative of an area funeral home.
 - 3. At least one (1) representative of the Jonesville American Legion Boyce Carpenter Bunce Post #195.
- B. The members of the Cemetery Committee shall be qualified electors of the City of Jonesville, except that not more than two (2) members may be non-residents of the City, if necessary to assure representation by an area funeral home and/or the Jonesville American Legion.
- C. The initial term of the appointments to the Cemetery Committee shall be for two (2) years. After the initial term, four members shall be appointed to three (3) year terms and three members to two (2) year terms. Thereafter, all appointments shall be for a three (3) year term. Members shall hold office until a successor is appointed. The terms of office shall end on November 30.
- D. The City Council shall appoint members of the Cemetery Committee to fill unexpired terms and terms of those who may resign or who fail to qualify for any reason.
- E. Members of the Cemetery Committee shall serve without compensation.
- F. Members of the Cemetery Committee are subject to the established Conflict of Interest Policy.

III. OFFICERS

- A. The Cemetery Committee shall elect a Chair and Vice-Chair at their first meeting and annually at the January meeting beginning in 2016. Other officers shall be elected as necessary. Officers are eligible for re-election.
- B. The Chair shall preside at all meetings of the Cemetery Committee, shall bring matters of immediate attention to the Board, shall announce any special meetings to the membership and shall represent the Cemetery Committee before the City Council, as necessary.
- C. The Vice-Chair, in the absence of the Chair, shall assume the duties of the Chair. Should the Chair become vacant by death or resignation, or should the Chair become otherwise unable to discharge

- the duties of the office, the Vice-Chair shall become the Chair for the unexpired term and shall assume all powers and responsibilities of the office.
- D. In the event the Vice-Chair assumes the duties of the Chair, a new Vice-Chair shall be elected.
- E. The City Manager or his/her designee shall serve as the Recording Secretary of the Cemetery Committee. The Recording Secretary shall keep, or cause to be kept minutes of the meetings and other such records of meetings as may be needed to comply with Public Act 267 of 1976, as amended (being the Michigan Open Meetings Act, MCL 15.261 et. seq.).

IV. MEETINGS

- A. The Cemetery Committee shall adopt an annual meeting schedule and submit the same to City Council. Special meetings may be called by the Chair. Public notice of the time, date and place of all meetings shall be given in the manner required by Public Act 267 of 1976, as amended (being the Michigan Open Meetings Act, MCL 15.261 et. seq.).
- B. Meetings of the Cemetery Committee shall be open to the public and a record shall be maintained of all proceedings. All business which the Board may perform shall be conducted in compliance with Public Act 267 of 1976, as amended (being the Michigan Open Meetings Act, MCL 15.261 et. seq.).
- C. Four members shall constitute a quorum for the transaction of business.
- D. Parliamentary procedure in Cemetery Committee meetings shall be informal. However, if required to keep order, meetings shall be governed by the latest edition of *Roberts Rules of Order* for issues not specifically covered by these Bylaws. Where there is conflict between these Bylaws and *Robert's Rules*, these Bylaws shall govern.

V. COMMITTEES

- A. The Cemetery Committee may establish and appoint ad hoc committees for special purposes or issues, as determined necessary. Less than a quorum may serve on an ad hoc committee at any given time.
- B. Any ad hoc committee established by the Cemetery Committee shall be advisory and shall submit its recommendations to the Cemetery Committee for consideration.

VI. BYLAW AMENDMENTS

A. These bylaws may be approved and amended by a vote of the Cemetery Committee at any regular or special meeting called for that purpose upon prior notice of the proposed action. All amendments shall be approved by the Jonesville City Council.

Bylaws Approved:				
By Cemetery Committee	Date: December 10, 2014			
By City Council	Date:			

CITY OF JONESVILLE ORDINANCE NO. 211

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES TO ADD A CHAPTER FOR THE OWNERSHIP, OPERATION, AND MAINTENANCE OF A CITY CEMETERY.

THE CITY OF JONESVILLE ORDAINS:

Section 1. The Code of Ordinance shall be and is hereby amended to add Chapter 7a CEMETERIES, as follows:

Chapter 7a. CEMETERIES

Sec. 7a-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Burial space means lot or portion of a lot designed and intended for the interment of a human body or bodies.

Cemetery lot or lot means one or more burial spaces under the ownership of one person or family.

Owner means any person or persons owning or possessing the right of interment in any burial space.

Sec. 7a-2. Rules and regulations.

The City Council shall adopt the City cemetery rules and regulations governing the operation, maintenance, and use of cemeteries located within the City and owned by the City. Said rules and regulations shall become effective when approved from time to time by resolution of the City Council, and upon adoption shall become an enforceable part of this chapter and shall be placed on file in the office of the City Clerk.

Sec. 7a-3. Operation and maintenance of City cemeteries.

- (a) The City Council shall be responsible for the development of policy and operating procedures which shall be carried out under the general management and day to day supervision of City staff.
- (b) No person, other than personnel acting on behalf of the City under the authority of the City Manager, shall dig or open any grave, nor shall any person grade or fill in a burial space, or otherwise do any work in connection with a burial space.

Sec. 7a-4. Lot owner burial rights.

(a) Burial rights shall be evidenced by certificates to be issued through the City Clerk's office, which shall be responsible for the maintenance of records concerning ownership of lots

within the cemeteries of the City. The issuance of a certificate of ownership of a lot or lots shall not constitute a right in land, but rather a right to burial within the City cemetery subject to the City cemetery rules and regulations and the laws of the State.

(b) Procedures for purchasing burial rights and the transfer of burial rights are established and governed by the City cemetery rules and regulations.

Sec. 7a-5. Conditions upon burial rights.

- (a) No burial shall take place unless a lot purchase price has been paid in full. The cost of any services required to open or close the lot, and all other fees or charges, must be paid in full to the City.
- (b) Burial rights may revert to the City for any cemetery lot or burial space which remains unused for a period of 50 years. No such reversion shall occur, however, until the City has made a reasonable effort to locate the person identified in City records as having burial rights in said area to ascertain whether said person continues to exist and/or the intent of such person.
- (c) Rules and regulations regarding burial rights, interments and disinterments inclusive in the City cemetery rules and regulations adopted from time to time by the City Council, shall be in effect and enforceable as part of this chapter.

Sec. 7a-6. Hours of operation.

All City cemeteries shall be open to the public during hours prescribed in the adopted rules and regulations established in Sec. 7a-2 of this Chapter. Any person found present outside of the approved hours of operation shall be guilty of a misdemeanor and upon conviction thereof be subject to the penalties stated in this chapter.

Sec. 7a-7. Fees.

- (a) Fees, rates, and charges relative, but not limited, to the purchase of burial rights, the opening and closing of any burial spaces, including the interment of ashes and the disinterment of a body, the placement of foundations, or any other fee established by this chapter or the City cemetery rules and regulations, shall be at a cost to be determined from time to time by resolution of the City Council.
 - (b) The City Clerk or said Clerk's designee shall receive all payments required herein.

Sec. 7a-8. Care of City cemeteries.

All revenue received from the sale of burial rights and other charges specified in this chapter, and established by resolution of the City Council shall be deposited into the general fund of the City. The City shall cause all publicly owned cemeteries within its boundaries to be properly taken care of and managed.

Sec. 7a-9. Penalties.

A violation of this chapter shall be subject to the General Penalty described in Section 1-13 of this Code of Ordinances.

Section 2. <u>Effective Date.</u>

, 2015.

of its adoption a synopsis be published in a newspaper of general circulation within the City. All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict. YEAS: NAYS: ABSENT: ORDINANCE DECLARED ADOPTED ON Robert Snow, Mayor Cynthia D. Means, City Clerk **CERTIFICATION** I, Cynthia Means, being the Clerk of the City of Jonesville, do hereby certify that the foregoing is a true and correct copy of the City of Jonesville Ordinance No. 211, passed on the day of ______, 2015. I further certify I caused a synopsis to be published in a newspaper of general circulation within fifteen (15) days after adoption by the City Council of the City of Jonesville, Michigan, County of Hillsdale, and State of Michigan. IN WITNESS WHEREOF, I have hereunto set my hand and seal on this ____ day of

This Ordinance shall become effective thirty days after its adoption and within fifteen days

Cynthia D. Means, City Clerk

2014 Annual Planning Commission Report

The Planning Commission is required by statute to submit an annual report to its legislative body, the City Council. The report includes operations of the Planning Commission, status of planning activities, planning and development recommendations, and major upcoming fiscal needs. These requirements are associated with the Municipal Planning Act, PA 284 of 1931, and PA 33 of 2008 (Planning & Enabling Act).

2014 Planning Commission Operations

-Medical Marihuana

Status: Completed. In July, the Planning Commission developed an ordinance that would permit Medical Marihuana Caregiver Grow Operations to operate as a Special Land Use in areas zoned as light industrial. To date we have received no applications or inquiries about establishing a Caregiver Grow Operation.

-Recreation Master Plan

Status: Ongoing. With the tasks associated with the city incorporation process, the updates to the Recreation Master Plan had been put on hold. Efforts to begin the updates to the plan will be underway in the Fall of 2014 and are expected to be completed in the Spring of 2015.

-Redevelopment Support for Heritage Lane

Status: Ongoing (as needed). It is important to note that in 2014, the low income housing tax credits were awarded to Excel Realty Group for the construction of the Heritage Lane project. Preliminary work is beginning in the Fall of 2014. It is anticipated that once construction gets underway that it can be completed in a period of 8-12 months.

-Site Plan Review(s)

Status: Ongoing. For calendar year 2014, the Planning Commission has only had one site plan come before it. In May of 2014, Goodwill Industries of Central Michigan's Heartland asked the Planning Commission to grant a special land use at 767 Olds Street for a Goodwill donation center. The proposed activities were consistent with activities associated with a commercial storage warehouse. The Planning Commission granted the special land use with the condition that there be no outdoor storage/drop bins placed on the premises nor would there be any overnight parking/storage of delivery vehicles on the premises.

-Sign Ordinance

Status: Ongoing (as needed). Sign ordinance was identified as a secondary objective, time permitting. No issues or opposition were raised by residents to the Planning Commission in 2014. As no concerns have been raised, this item will be removed as an objective of the Planning Commission and will not be included in the proposed 2015 work plan.

Major Upcoming Fiscal Needs: In 2015, updates will be necessary for the City of Jonesville Master Plan.

JONESVILLE CITY COUNCIL ANNUAL MEETING CALENDAR JANUARY - DECEMBER 2015

TUESDAY	January 13, 2015	6:30 P.M.
WEDNESDAY	February 18, 2015	6:30 P.M.
TUESDAY	March 24, 2015	6:30 P.M.
WEDNESDAY	April 15, 2015	6:30 P.M.
WEDNESDAY	May 20, 2015	6:30 P.M.
WEDNESDAY	June 17, 2015	6:30 P.M.
WEDNESDAY	July 15, 2015	6:30 P.M.
WEDNESDAY	August 19, 2015	6:30 P.M.
WEDNESDAY	September 16, 2015	6:30 P.M.
WEDNESDAY	October 21, 2015	6:30 P.M.
WEDNESDAY	November 18, 2015	6:30 P.M.
WEDNESDAY	December 16, 2015	6:30 P.M.

All meetings are held at the City Hall - 265 E. Chicago Street, Jonesville MI

Special meetings will be posted 18 hours in advance. Changes in regular meetings will be posted 3 days after the meeting at which this change is decided. The City of Jonesville will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon 20 days notice to the City of Jonesville by writing, calling or e-mailing:

City of Jonesville

265 E. Chicago Street

Jonesville MI 49250

Telephone: 517-849-2104

Website: www.jonesville.org

Cindy Means, Clerk

clerk@jonesville.org

Subject to Council Approval

JONESVILLE CITY COUNCIL Minutes of November 12, 2014

A regular meeting of the Jonesville City Council was held on Wednesday, November 12, 2014 at the Jonesville City Hall. Mayor Robert Snow called the meeting to order at 6:30 p.m. Council members present were: Gerry Arno, Tim Bowman, Jerry Drake, Ron Hayes, Andy Penrose and David Steel. Absent: None

Also present: Manager Gray, Treasurer Spahr, DPW Supt. Kyser, WWTP Supt. Mahoney, Assistant to the Manager McLean, Police Chief Lance, Greg Bailey (Bailey, Hodshire & Co.), Peter Jobson (Excel Realty/Heritage Lane), Mr. and Mrs. Charles Crouch and Matthew Maneval (Hillsdale Daily News).

Councilman Andy Penrose led the Pledge of Allegiance.

The agenda was accepted as presented with the following additions: 6.I.: Reappoint the Clerk and Treasurer and 6.J.: Board Appointments.

Greg Bailey of Bailey, Hodshire & Co. P.C. presented the Fiscal Year 2014 audit report for the City of Jonesville. Mr. Bailey stated that the City had a clean audit with no issues being found. Mr. Bailey commended the Council and the City staff for again having a commendable audit.

A motion was made by Andy Penrose and supported by Ron Hayes to receive the Fiscal Year 2014 Audit Report as presented. Roll Call Vote: Ayes: Gerry Arno, Tim Bowman, Jerry Drake, Ron Hayes, Andy Penrose, David Steel and Robert Snow. Nays: None. Motion carried.

The Public Hearing for Ordinance No. 210: Amendment to City of Jonesville Moderate Income Housing Tax Exemption was opened at 6:56 p.m. Peter Jobson of Excel Realty spoke briefly regarding a project update for Heritage Lane (the rehabilitation of Kiddie Brush and Toy building); tax credits allocated, seeking investors, architect plans submitted to the Hillsdale County Building Inspector's office, the change in the number of apartments from 46 to 44, interior designer working on plans for building. Mr. Jobson thanked the Council and staff for all the support that's been given for this project. Manager Gray advised that the primary change of this amendment is in Section 9, extending the ordinance from 20 years to 30 years, along with minor changes being made to the ordinance at the request of MSHDA. The Public Hearing closed at 7:06 p.m.

A motion was made by Gerry Arno to approve Ordinance No. 210 – Amendment to City of Jonesville Moderate Income Housing Tax Exemption. Tim Bowman supported this motion. Roll Call Vote: Ayes: Gerry Arno, Tim Bowman, Jerry Drake, Ron Hayes, Andy Penrose, David Steel and Robert Snow. Nays: None. Motion carried.

A motion was made by Ron Hayes and supported by Jerry Drake to accept the recommendation of the Planning Commission in appointing Charles Crouch to a three year term and to reappoint Christine Bowman to a three year term. All in favor. Motion carried.

The Fiscal Year 2015 three month budget comparison (July 1, 2014 thru September 1, 2014) was presented to council for their review. The City of Jonesville is in compliance with the anticipated budgeted revenue and expenditures.

David Steel made a motion and was supported by Jerry Drake to award the fire truck bid to Wells Equipment Sales and Custom Fab and Body, LLC, for a total cost of \$260.237, pending the outcome of an application for a USDA grant for to offset the cost (25%). All in favor. Motion carried.

A motion was made by Ron Hayes and seconded by Tim Bowman to approve Resolution 2014-16: Parcel Identification Numbers. Roll Call Vote: Ayes: Gerry Arno, Tim Bowman, Jerry Drake, Ron Hayes, Andy Penrose, David Steel and Robert Snow. Nays: None. Motion carried.

A motion was made by Andy Penrose and supported by Jerry Drake to approve Resolution 2014-17: Interim City Budget. Roll Call Vote: Ayes: Gerry Arno, Tim Bowman, Jerry Drake, Ron Hayes, Andy Penrose, David Steel and Robert Snow. Nays: None. Motion carried.

Gerry Arno made a motion and was seconded by Ron Hayes to authorize filing the Certification of Accountability and Transparency with the Department of Treasury. All in favor. Motion carried.

A motion was made by David Steel and supported by Andy Penrose to accept the Cemetery Fee Schedule recommended by the Cemetery Committee. All in favor. Motion carried.

Ron Hayes made a motion to approve the following changes for the January and March 2015 Council meetings as follows: Tuesday, January 13th and Tuesday, March 24th. The motion was supported by Tim Bowman. All in favor. Motion carried.

A motion was made by David Steel and seconded Ron Hayes to approve the reappointment of Clerk/Deputy Treasurer Cindy Means and Treasurer/Deputy Clerk Lenore Spahr for four (4) year terms, expiring November 2018. All in favor. Motion carried.

Andy Penrose made a motion and was supported by Tim Bowman to extend the expiring terms of members of various boards and committees by one (1) month through December 2014 to allow time for contact of these individuals; Citizenship Committee – Ron Hayes and Kathy Adams; Downtown Development Authority – Penny Sarles; Local Development Finance Authority – Steve Harding; and Zoning Board of Appeals – Dana Kyser. All in favor. Motion carried.

A motion was made by Tim Bowman and seconded by Gerry Arno to approve the Council minutes of October 7, 2014. All in favor. Motion carried.

David Steel made a motion to approve the Accounts Payable for November 2014 in the amount of \$88,964.81. Tim Bowman supported the motion. All in favor. Motion carried.

Updates were given by Council Members, Department Heads and City Manager. A motion was made by Ron Hayes and supported by David Steel to adjourn at 8:24 p.m.

Submitted by,

Cynthia D. Means Clerk

CITY OF JONESVILLE

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123.32

User: TMCLEAN INVOICE APPROVAL LIST DB: Jonesville

12/12/2014

	12/12/2014		
Vendor	Description		Amount 41.55
A & J COFFEE SERVICE	CITY HALL-SUPPLIES		8.50
	CITY HALL-SUPPLIES	50.05	0.50
AROLLO ETRE HOUTBURNE CO	THE CORN DECATE	50,05	429.40
APOLLO FIRE EQUIPMENT CO.	JVFD-SCBA REPAIR JVFD-SCBA MASK/SCBA TESTING		4,455.00
	JVFD-THERMAL CAMERA REPAIRS		854.67
	JVID-INERMAL CAMERA REFAIRO	5,739.07	001.07
ADMO MICHA I	ELECTION-PAY/MILEAGE	3,.33.07	204.73
ARNO, VICKY L. ARROW UNIFORM RENTAL			281.69
ARROW UNITORM RENTAL	UNIFORM RENTAL/OPERATING SUPPLIES		281.69
	OHII OHII HEHIII OHII HIII OOLI HIII	563.38	
AT&T	CITY PHONE SERVICE		790.95
AT&T MOBILITY	WWTP/WATER/JPD-CELL PHONES		137.04
BAILEY, HODSHIRE & CO, PC			6,700.00
BAKER'S LAWN CARE, LLC	CEMETERY-SEXTON SERVICES		1,350.00
BRINER OIL CO., INC.	MVP-BULK TANK		480.77
	MVP-BULK TANK		932.20
	MVP-BACKHOE TRANSMISSION FLUID		54.55
	JVFD-GASOLINE		54.00
	JVFD-GASOLINE		239.90
		1,761.42	0.1.0.0.0
,	ELECTION-PAY/MILEAGE		213.92
BROOKS, JAMIE	CITY HALL-CLEANING SERVICES		100.00 100.00
	JVPD-CLEANING SERVICES	200 00	100.00
	- condition community	200.00	3 600 00
BS & A SOFTWARE	ASSESSING SOFTWARE	•	3,600.00 225.79
BURKES AUTO SPECIALIST, LLC C.STODDARD & SON, INC.			140.00
CCP INDUSTRIES, INC.			190.95
CITY OF JACKSON	JVPD-TRAINING CONSORTIUM		148.11
CITY OF JONESVILLE	DDA BUILDING-WATER/SEWER		64.42
	DPW GARAGE-WATER/SEWER		42.88
	CITY HALL-WATER/SEWER		42.88
	WWTP-WATER/SEWER		398.50
	JVPD-WATER/SEWER		42.88
	DRINKING FTN-WATER		33.36 65.72
	JVFD-WATER/SEWER WRIGHT ST PAVILLION-WATER/SEWER		32.46
	DDA BUILDING-WATER/SEWER		64.42
	DPW GARAGE-WATER/SEWER		42.88
	WWTP-WATER/SEWER		611.88
	WRIGHT ST PAVILLION-WATER/SEWER		32.46
	JVFD-WATER/SEWER		47.36
	JVPD-WATER/SEWER		42.88
	CITY HALL-WATER/SEWER		42.88
		1,607.86	
CLEAR VIEW, B.R. LLC	CITY HALL/JVPD-WINDOW CLEANING		32.00
COHL, STOKER & TOSKEY, P.C.	JVPD-LEGAL SERVICES		1,623.23
	JVPD-LEGAL SERVICES		435.98
		2,059.21	
COLLINS AUTO BODY	JVPD-10 IMPALA/REPAIRS & MAINTENANCE		3,756.71
COMPASS MINERALS AMERICA	ROAD SALT		3,191.32
CONSUMERS ENERGY	WWTP-ELECTRICITY		3,745.02
	500 IND PKWY SPRINKLERS		53.67 22.64
	FIRE SIREN CITY HALL 2ND FLR-ELECTRICITY		25.18
	G.CARL FAST PARK-ELECTRICITY		62.76
	DDA METERED PKG LOT LIGHTS		86.95
	CITYWIDE ST LIGHTS		2,577.37
	STREETSCAPE LIGHTS		661.11
	JVPD-ELECTRICITY		176.72
	JVFD TRAINING RM-ELECTRICITY		65.03
	TVED TRUCK BAY-FIFCTRICITY		123.32

JVFD TRUCK BAY-ELECTRICITY

CITY OF JONESVILLE

12/11/2014 User: TMCLEAN

DB: Jonesville

INVOICE APPROVAL LIST 12/12/2014

	12/12/2014		
Vendor	Description		Amount
<u> </u>	RADIO TOWER-ELECTRICITY		28.93
	CITY HALL-ELECTRICITY		202.26
	DPW GARAGE-ELECTRICITY		95.55
	WRIGHT ST PAVILLION-ELECTRICITY		24.65
	598 IND PKWY-SPRINKLERS		22.90
	WATER TOWER-ELECTRICITY		62.48
	100 DEAL PKWY-SPRINKLERS		39.48
	DDA PKG LOT LIGHTS		21.95
	DDA BUILDING-ELECTRICITY		766.57
	IRON REMOVAL PLANT-ELECTRICITY		1,428.62
	CEMETERY-ELECTRICITY		12.82
	CEMETERY-ELECTRICITY		22.60
	STREETSCAPE LIGHTS		717.19
	CITYWIDE ST LIGHTS		2,584.93
	DDA PKG LOT LIGHTS		22.03
	500 IND PKWY SPRINKLERS		56.86
	WWTP-ELECTRICITY		4,202.05
	100 DEAL PKWY SPRINKLERS		40.08
	WATER TOWER-ELECTRICITY		74.60
	598 IND PKWY SPRINKLERS		22,60
	DPW GARAGE-ELECTRICITY		229.86
	CITY HALL-ELECTRICITY		206.25
	RADIO TOWER-ELECTRICITY		29.53
	JVFD TRUCK BAY-ELECTRICITY		146.19
	JVFD TRAINING RM-ELECTRICITY		87.52
	FIRE SIREN-ELECTRICITY		22.60
	CITY HALL 2ND FLR-ELECTRICITY		22.86
	G.CARL FAST PARK-ELECTRICITY		159.67
	METERED PKG LOT LIGHTS		99.93 200.26
	JVPD-ELECTRICITY	10 050 50	200.20
		19,253.59	10.00
COUNTRYSIDE TROPHIES	PLANNING COMMISSION-NAME PLATE/HOLDER		12.00
CUNNINGHAM-DALMAN, PC	LEGAL FEES-ASSET DIVISION		316.68
CURRENT OFFICE SOLUTIONS	OFFICE SUPPLIES/JVFD REPAIRS		42.58
	OFFICE SUPPLIES		56.19
	ELECTION/CEMETERY-OPERATING SUPPLIES		162.73
		261.50	
DAUGHTERY COLLEEN	UB refund for account: 001001-05		90.26
DORNBOS SIGN & SAFETY INC	JVPD/MAJOR/LOCAL-SIGNS		209.79
	MAJOR ST-CITY LIMIT SIGNS		472.05
		681.84	
DOUBLE A LAWNSCAPING & SUPPL	NORTH PARKING LOT-FLOWERBOX REPAIR		870.00
ENMET CORPORATION	WWTP-GAS DETECTION METER REPAIRS		307.98
FIRST NATIONAL BANK OMAHA	ELECTION TRAINING/DDA FALL DISPLAY		111.61
	DEQ SITE FEE/ELECTION MEALS/DDA MTG		104.95
		216.56	
FRANK BECK CHEVROLET-CADILLA	JVPD-10 IMPALA/REPAIRS		87.95
GALLS	JVPD-UNIFORMS		374.29
GLEI'S, INC.	DDA-WREATH		160.25
GODFREY BROS., INC.	MVP-REPAIRS		19.04
0021121 211001, 21101	MVP-BATTERY		103.25
		122.29	
GRIFFITHS MECH CONTRACTING,	WWTP-PUMP REPAIR		80.00
GRIFFIIIS MECH CONTRACTING,	WWTP-MIXED AIR UNIT REPAIR		779.89
	WHIL BRIGHD HILL OUTLI HORITH	859.89	
AND DESCRIPTION OF THE PROPERTY OF THE PROPERT	UB refund for account: 000574-01	555.05	19.37
HARVEY KENNETH			2,200.00
	STREETS/N PARKING LOT-TREES		343.40
HILLSDALE COUNTY CLERK	ELECTION-TESTING/SUPPLIES		138.40
HILLSDALE DAILY NEWS	CITY HALL-AD/PART-TIME POSITION NOTICE-PILOT ORDINANCE		69.25
	PUBLIC NOTICE-ZBA HEARING		68.25
	AD-AUDIT AVAILABILITY		68.25
	AD-REVISED PILOT ORDINANCE		68.25
	WH-KEATDER ETPOT OWNTHWHOR		00.23

CITY OF JONESVILLE INVOICE APPROVAL LIST 12/12/2014

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	12/12/2014		
Vendor	Description		Amount
Vertue	JVFD-FIRE TRUCK NOTICE OF INTENT		68.25
		480.65	
HILLSDALE TRANSFER STATION	CEMETERY-TRASH REMOVAL		77.46
T.T. RIGHT	OFFICE/JPD/JFD-COMPUTER UPGRADES		374.00
	JVPD-SOFTWARE MAINTENANCE CONTRACT		2,000.00
JONESVILLE HARDWARE	OPERATING SUPPLIES/REP & MAINT		303.73
	OPERATING SUPPLIES		154.39
		458.12	
JONESVILLE LUMBER	PKG LOTS/CEMETERY-REPAIRS & MAINTENANCE		126.77
KAST, LISA M.	ELECTION-PAY/MILEAGE		226.58
MC GOWAN ELECTRIC SUPPLY, IN			51.15
The Commit Education of the Committee of	DDA/THEATRE-SCULPTURE LIGHT REPAIRS		56.68
	DDA-STREET LIGHT REPAIR		268.28
		376.11	
MICHIGAN ELECTION RESOURCES	ELECTIONS-VOTER ID CARDS		794.77
MICHIGAN GAS UTILITIES	DDA BUILDING-GAS		2,050.30
(II OIII OIII) OIID OIIIII III	WWTP-GAS		1,086.55
	CITY HALL-GAS		85.53
	DPW GARAGE-GAS		95.88
	JVFD-GAS		186.81
	JVPD-GAS		70.01
	GAS LIGHT		17.94
	IRON REMOVAL PLANT-GAS		29.39
		3,622.41	
MICHIGAN LAWN & LANDSCAPE	MOWING/LEAF REMOVAL		2,217.71
	PARKS-LEAF REMOVAL		286.33
		2,504.04	
MICHIGAN METER TECHNOLOGY GR	WATER/WWTP-READER REPAIR		65.16
MICHIGAN MUNICIPAL LEAGUE	DPW-CDL CONSORTIUM		280.00
	ASSESSOR-RFP AD		56.30
		336.30	
NORM'S TIREMAN	JVPD-14 FORD/TIRE REPAIR		22.99
	JVPD-14 INTERCEPTOR/OIL CHANGE		30.97
		53.96	
NORTH EAST FABRICATION CO, I	JVFD-HANDICAP RAMP		5,900.00
,	MVP-SUPPLIES		12.87
	MVP-BACKHOE REPAIRS		20.00
		5,932.87	
OASIS CAR WASH	JVPD-OCTOBER CAR WASHES		24.00
OLD DOMINION BRUSH	MVP-LEAF VAC HOSE		653.50
PARKER, HAYES & LOVINGER, P.	LEGAL SERVICES		250.00
•	LEGAL SERVICES		625.00
		875.00	
PERFORMANCE AUTOMOTIVE	MVP-OIL FILTERS		368.03
	MVP-DECAL REMOVER		21.69
	MVP-OIL FILTERS		94.01
	JVPD-WIPER BLADES		30.18
	MVP-LIGHT BULBS		6.38
	MVP-LIGHT BULBS		3.58
	MVP-ANTIFREEZE		14.17
	MVP-TOOLS		14.69
	MVP-OPERATING SUPPLIES		4.39
		557.12	
PERRY CORPORATION	COPIER MAINTENANCE		211.75
PICKELL, DOROTHY M.	ELECTION-PAY/MILEAGE		217.16
POSTMASTER	POSTAGE - WATER/SEWER BILLS		262.44
	POSTAGE-WATER/SEWER	<u> </u>	262.39
		524.83	
POWERS CLOTHING, INC.	WWTP-GAS DETECTION METER SHIPPED		20.32
REPUBLIC WASTE SERVICES	PARKS/DOWNTOWN-TRASH SERVICE		117.60
	JVPD/JVFD-TRASH SERVICE		59.00
	WWTP/DPW/CITY HALL-TRASH SERVICE		90.00

12/11/2014 User: TMCLEAN DB: Jonesville

CITY OF JONESVILLE INVOICE APPROVAL LIST

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Page:

96,912.58

Total:

12/12/2014

Amount Description Vendor 59.00 JVPD/JVFD-TRASH SERVICE 117.60 PARKS/DOWNTOWN-TRASH SERVICE 90.00 WWTP/DPW/CITY HALL-TRASH SERVICE 533.20 225.00 MEMBERSHIP RENEWALS SAM'S CLUB 1,359.15 SPEEDWAY SUPERAMERICA, LLC GASOLINE 25.00 JVFD-RADIO FEES STATE OF MICHIGAN 100.00 JVPD-RADIO FEES 1,227.99 WATER SUPPLY FEE 1,950.00 WWTP-ANNUAL PERMIT FEE 3,302.99 130.00 ACCOUNTS PAYABLE CHECKS STOCKHOUSE CORPORATION 40.91 MEANS-BUSINESS CARDS 170.91 405.00 JVFD-INSURANCE RENEWAL THE HARTFORD 133.28 WATER-SUPPLIES USA BLUEBOOK 25.00 DPW-CELL PHONE VERIZON WIRELESS 518.58 OFFICE/OPERATING SUPPLIES WALMART COMMUNITY 3,138.40 WENN SEALCOATING & STRIPING, MAJOR STS-CRACK FILLING 1,500.00 MAJOR STS-CRACK FILLING 4,279.60 LOCAL STS-CRACK FILLING 8,918.00 1,968.23 MVP-SCRAPER BLADES WINTER EQUIPMENT CO, INC.

Jonesville Fire Department Report

vember	2014		कारवाणियात १० 📢
TO TO	तंत्रकृत वर्ग द्यों	kojiji (i)	
	Fire alarm/false	260 Gaige st (City)	3
)V-1		Station(meeting)	
)V-5	Business meeting	US-12/Wise rd(Fayette)	10
<u> </u>	Car vs deer	118 Pincrest dr(mutual aid)	7
OV-11	Medical assist	US-12/ W. of bunn(Fayette)	6
OV-16	Vehicle fire	US-12/W. of Benny =7 US-12/Halfmoon Lk. rd(Fayette)	10
OV-16	1 car P.I.		10
OV-16	1 car P.I./called off	Concord rd/Mosherville(Scipio)	5
Ov-17	lift assist	462 E. Chicago st (Mutual aid)reu	
	Lift assist	215 Liberty st. (Mutual aid)reu	6
10V-17	structure fire	4141 Northadams rd.(Mutual aid)	10
10V-18		Lakeview ct.(Mutual aid)	9
10V-19	structure fire	Milnes rd.(fayette)	12
VOV-19	1 car rollover	Station(Training)	10
NOV-19	Station clean-up	M-99/Cranberry Lk. rd.(Scipio)	8
NOV-21	1 car rollover		4
NOV-24	Wires down	10753 pope rd.(Scipio)	11
NOV-24	Transformer fire	south city parking lot(City)	12
NOV-24	Smoke investigation	217 E. chicago st(City)	
	Structure fire	US-12/Squires rd.(Mutual aid)	13
NOV-24	Srtucture fire	478 Salem dr(City)	
NOV-26		121 Pincrest dr(Mutual aid)	12
NOV-27	Medical assist/cpr		
			

YEAR SUMMARY 2014

Month	any	(olyto)	FAVERIE	Mongolail Agai	ESIATALE WINDOWN
JANUARY	4	3	4	4	5
FEBRUARY	1	4	1	4	4
MARCH	2	.1	2	4	4
QUARTER TOTAL	7	8	7	12	13
APRIL	3	3	5	7	4
MAY	4	2	3	8	6
JUNE	1	2	2	1	2
QUARTER TOTAL	8	7	10	16	12
JULY	4	2	2	3	5
AUGUST	3	2	3	1	5
SEPTEMBER	6	1	3	5	3
QUARTER TOTAL	13	5	8	9	13
OCTOBER	6	1	2	2	7
NOVEMBER	4	3	4	7	2
DECEMBER					<u> </u>
QUARTER TOTAL					1
YEAR TOTAL					
		;			

Notes:

MONTHLY OPERATING REPORT November 2014

SUBMITTED: December 8, 2014

WATER FLOW		WASTEWATER FLOW			
MAXIMUM	283,000	MAXIMUM	310,600		
MINIMUM	119,000	MINIMUM	232,100		
AVERAGE	207,300	AVERAGE	260,900		
TOTAL	6.22 MG	TOTAL	7.8283 MG		

CALLOUTS: None

OPERATION & MAINTENANCE

The plant was in compliance with the NPDES permit limitations during the month of November 2014.

The lab performed lagoon analysis for Quincy, Reading, Lake Diane, Camden and Merry Lake.

The number one well pump and the number two high service pumps were placed back in service after being overhauled. This was a budgeted expense.

Plant Staff helped take down the fall decorations in the downtown. The drinking fountain in Fast Park was also shrink wrapped.

Semi-annual maintenance was performed on the wastewater plant generator and the generator at the water plant.

The piping in the raw sludge pump room was painted.

PLANT EFFICIENCY—November 2014

5-Day Biochemical Oxygen Demand

NPDES Permit Limit in November 2014—20 mg/l Monthly Average

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—3.8 mg/l Average Percent Removal from the Raw Wastewater—98.1%

Total Suspended Solids

NPDES Permit Limit in November 2014—20 mg/l Monthly Average

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-97.3%

Total Phosphorus

NPDES Permit Limit in November 2014—1 mg/l Monthly Average

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—0.5 mg/l

Average Percent Removal from the Raw Wastewater-91.7%

Ammonia Nitrogen

NPDES Permit Limit in November 2014—7 mg/l Daily Maximum

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—2.061 mg/l Average Percent Removal from the Raw Wastewater—94.0% Jonesville Daily Maximum—6.42 mg/l

Rick Mahoney

Jonesville Dept of Public Works

November 2014 Monthly Report

	Maintenance	Salt	Sand	Chloride	COLD MIX
	2 1/2 HR DT				
STATE HIGHWAYS	0 HR OT	12 Tons	0 Ton	0 Ton	0 Ton
	2 1/2 HR DT				_
MAJOR ROADS	0 HR OT	12.16 Tons	0 Ton	0 Ton	0 Ton
	1/2 HR DT				
LOCAL ROADS	0 HR OT	10 Tons	0 Ton	0 Ton	0 Ton
	1/2 HR DT				
PARKING LOTS	0 HR OT	3 Tons	0 Ton	0 Ton	0 Ton
POLICE STATION	0 HR OT	1/4 Ton	0 Ton	0 Ton	0
FIRE DEPARTMENT	0 HR OT	1/4 Ton	0 Ton	0 Ton	0
DPW DEPT	0 HR OT				0
WWTP	0 HR OT				0
	0 HR DT				ł
WATER	6 HRS OT				
ALLEN	0 HR OT	1.50 Tons	0 Ton	0 Ton	

There were 3 call outs.

The call outs were for salting State, Major, Local Streets & Parking Lots.

The water OT was to repair a pit meter & repair a broken water main on Baker St.

We had water shut offs for non-pay.

The new Handicap Ramp was installed at the Fire Station.

Handicap Parking spots were painted for the Election at The Fire Station.

American Flags were put up & taken down foe Veterans Day.

We have been picking up leaves with the leaf-vac.

The Cemetery storage building was cleaned.

The new City Limit signs are in from MDOT, We will be installing them.

6 new City Limit signs were ordered for our Major Street entrance in town.

We planted 6 new Sunset Maple Tree's around town.

We started putting up the Christmas Decoration downtown.

We installed a new curb stop valve at the old Jonesville Glass building.

Jeff & I attended the Traffic Summit put on by MDOT in Hillsdale.

Mike Kyser

Jonesville Police Department

116 West Chicago Road Jonesville, Michigan. 49250

911 Police Service

Administration (517) 849-2101

FAX (517) 849-2520

ACTIVITY SUMMARY FOR NOVEMBER 2014

Total Incidents: 66 written incident reports.

Aggravated Assault: 2 Non-Aggravated Assault: 0

Break and Enter: 0

Theft from Motor Vehicle: 1

Retail Fraud: 0 Other Larceny: 6

Fraud: 0

Malicious Destruction of Prop: 2 Public Roadway Accidents: 7 Private Property Accidents: 5 OWI and OUID Arrests: 0 Other Arrests: 9 (warrants, etc.)

Domestic Assault: 1 Non Violent Domestic: 3

Natural Death: 1

Civil Matter/Family Disputes: 2

Medical Emergency: 8

Alarms: 2

Nuisance Animals: 3 Suspicious Situations: 3 General Assistance: 18 Ordinance Violation: 0

Traffic/Moving Violations: 81

Warrants Received from Prosecutor: 4

Juvenile Petitions: 0

November Patrol Shift Coverage: 98%

DECEMBER FOCUS

Training consortium membership and training dates for 2015 New hire Training and city orientation

VILLAGE OF JONESVILLE CASH BALANCES

	November-2014	BANK BALANCE
GENERAL FUND:		
General Fund Now Checking	101-000-001	30,849.57
General Fund CLASS Acct	101-000-007	1,050,992.45
General Fund Cemetery CLASS Acct	101-000-007.100	87,020.34
General Fund Alloc of Assets CLASS	101-000-007,200	386,577.72
MAJOR STREETS:		
Major Streets Now Checking	202-000-001	1,418.32
Major Streets CLASS Acct	202-000-007	5,302.94
LOCAL STREETS:		
Local Streets Now Checking	203-000-001	12,276.75
Local Streets CLASS Acct	203-000-007	681,420.25
Local Streets Bond & Int CLASS	203-000-007.200	8,686.76
OT TE HIGHWAY		
STATE HIGHWAY:	244 000 004	E 640 00
State Highway Now Checking	211-000-001	5,618.29
L.D.F.A.:		
LDFA Operating Now Checking	247-000-001	64,880.59
LDFA Operating CLASS Acct	247-000-007	446,908.80
D.D.A.:		
DDA Now Checking	248-000-001	14,929.30
DDA Operating CLASS Acct	248-000-007	232,130.43
SEWER FUND:	E00 000 004	4C 40C 00
Sewer Receiving Now Checking	590-000-001	46,426.88
Sewer Bond & Interest Checking	590-000-001.300	100 030 44
Sewer Savings Account	590-000-002 590-000-003.100	100,029.44 16,360.48
Sewer General Purpose CD	590-000-003.100	202,746.72
Sewer Receiving CLASS Acct Sewer Bond Reserve CLASS Acct	590-000-007	35,099.60
	590-000-007.100	720,931.40
Sewer Plant Improv. CLASS Acct Sewer Bond & Interest CLASS	590-000-007.300	16,476.62
WATER FUND:	591-000-001	65,151.66
Water Receiving Now Checking Water Receiving CLASS Acct	591-000-007	149,487.05
Water Plant Improvement CLASS Acct	591-000-007	50,023.25
Water Tower Maint CLASS Acct	591-000-007.100	65,513.87
Water Neter Repl CLASS Acct	591-000-007.400	38,238.87
Water Weter Neprocado Acct	100 000 001.400	30,200.01
MOTOR VEHICLE POOL:		
Motor Vehicle Pool Now Checking	661-000-001	55,005.88
Equip. Replace CLASS - Police Car	661-000-007.301	33,829.72
Equip. Replace CLASS - Fire Truck	661-000-007.336	261,823.57
Equip. Replace CLASS - Turn Out Gear		2,199.59
Equip. Replace CLASS - DPW Equip Equip. Replace CLASS - WWTP/Vactor	661-000-007.463 661-000-007.590	141,295.61 62,419.07
Equip. Nepiace CLAGG - WWW IF/ Vactor	<u> </u>	UZ, T 1 U.U1
CURRENT TAX CHECKING:	703-000-001	10.00
PAYROLL FUND CHECKING:	750-000-001	3,235.11
Lenore\Monthly\Interest and Cash Balances - MMYY.xls	GRAND TOTAL	5,095,326.90

Jonesville Planning Commission

December 2014 Monthly Report

The Jonesville Planning Commission started its final meeting of 2014 by welcoming a new Planning Commissioner. Commissioner Charles Crouch was appointed to the Planning Commission by City Council in November. As you may recall, Mr. Crouch was a member of the original Citizen's Committee on Cityhood in 2011.

Several items were addressed as new business. Consistent with state statute, staff presented the 2014 Annual Planning Commission Report. This report gives a summary of planning activities, planning and development recommendations as well as upcoming fiscal needs. After brief discussion of the report, the Planning Commission took action to unanimously approve the 2014 Annual Planning Commission Report. This report will be on the Council Agenda in December 2014. The Planning Commission also took action to approve the 2015 Calendar of Meetings. The 2015 Calendar of Meetings is consistent with the current practice of holding the monthly Planning Commission meeting on the second Wednesday of the month.

The 2015 Draft Work Plan was also an item of discussion under new business. Staff presented its tentative work plan for the Planning Commission in 2015. After a review of the proposed plan, Planning Commissioners offered several ideas for additional items to add to the list or tie in with items on the proposed list. Staff was directed to make the appropriate revisions to the 2015 Work Plan and bring a final draft before the Planning Commission at the January meeting.

The Planning Commission's focus for January will be on approval of the 2015 Work Plan, appointment of officers, and a final site plan review for the Heritage Lane project. Excel Realty Group will be submitting final site plans to the City of Jonesville in mid-December. Excel Realty Group is proposing some minor changes to the site plan. The final site plan will be subject to approval by the Planning Commission.

Finally, the Recreation Committee will have its first meeting on January 20, 2015 to begin work on updates to the Joint Recreation Master Plan with Fayette Township. Commissioners Bowman and Drake will represent the Planning Commission on the Recreation Committee.

Respectfully submitted,

Tim McLean, Assistant to the City Manager

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SUNSET VIEW CEMETERY ACTIVITY REPORT NOVEMBER 2014

			Interr	ments		Foundations	Burial Rights	
	Lot Sales*	Adult	Child	Infant	Cremation	installed	Transfers	Disinterments
October**	1	3	0	0	2	1	1	0
November	1	1	0	1	0	0	0	0
December								
Totals	2	4	0	1	2	1	1	0

^{*} Each lot reported includes two gravesites

November Activities:

- Fee Schedule adopted
- Began review/preparation of Ordinance and Rules and Regulations
- Leaf collection
- · Township removed debris from vault
- Contaminated fuel disposed

December Focus:

- Cemetery Committee bylaws
- Continue work on Ordinance/Rules and Regulations
- Equipment

^{**} October is a partial month, beginning at the October 14th transfer of the property to the City