




**CITY OF JONESVILLE
COUNCIL AGENDA
JANUARY 6, 2016 - 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. None
- 6. REPORTS AND RECOMMENDATIONS**
 - A. Freedom Memorial Agreements
 - i. Jonesville American Legion Post 195 [Action Item]
 - ii. Hillsdale County Community Foundation [Action Item]
- 7. COUNCIL MINUTES**
 - A. Consider minutes of December 16, 2015 regular meeting [Action Item]
- 8. ACCOUNTS PAYABLE**
 - A. Accounts Payable for January 7, 2016 totalling \$51,379.57 [Action Item]
- 9. DEPARTMENT REPORTS**
 - A. Fire Department – Chief Adair
 - B. Water/Wastewater Treatment Plant – Superintendent Mahoney
 - C. Department of Public Works – Superintendent Kyser
 - D. Police Department – Chief Lance
 - E. Cash Report – Finance Director Spahr
 - F. Planning Commission Report – Assistant to the Manager McLean
- 10. ADJOURNMENT**



To: Jonesville City Council
From: Jeffrey M. Gray, City Manager 
Date: January 4, 2016
Re: Manager Report and Recommendations – January 6, 2016 Council Meeting

6. D. Freedom Memorial Agreements

[Action Items]

There are two action items related to agreements for the long term operation and maintenance of the Jonesville Freedom Memorial. The first is the agreement with the Jonesville American Legion Post 195. It would transfer ownership of the Memorial to the City, along with \$50,000 to offset the costs associated with maintenance. The Agreement provides for the near term maintenance of the Memorial by the Legion, and for increased care by the City over time as may be needed. The Agreement assures that the donated funds will be used solely on the Memorial, and provides for additional donations in the future.

The Legion has provided information regarding its expenses in operating the Memorial since construction was completed in 2009 through July of 2015. I have attached a summary of these expenses, illustrating actual and average annual costs, for Council's information.

The second Agreement is with the Hillsdale County Community Foundation for the investment and management of the donated funds. Council will recall that I have been in discussion with Executive Director Sharon Bisher about the possibility of reducing the administrative fee from the standard 1% of the account balance. Following additional discussion with members of the Foundation Board, Director Bisher indicates that there is some concern regarding equity with other account holders and is no longer able to offer a reduction.

However, the standard Agreement will afford the potential for greater returns than our typical investments deliver, potentially increasing the life of the funds. I have investigated other private sector investment options, which include similar fees. Investment at the Foundation has an advantage over other investments of increasing the likelihood of future donations to support the Memorial, as the Foundation is known in the community and actively solicits such donations. A summary of the annual returns from investments at the Foundation is attached for reference.

I recommend a motion to approve the Agreement with the Jonesville American Legion Post 195 for the Ownership, Operation, and Maintenance of the Jonesville Freedom Memorial, and authorize the City Manager to execute the same. I also recommend a motion to approve the Jonesville Freedom Memorial Fund Agreement with the Hillsdale County Community Foundation and authorize the City Manager and City Clerk to execute the same. Please refer to the attached copies of the Agreements, Memorial expenses, and Foundation investment returns.

Correspondence:

- Hillsdale Hospital re: name change

**AN AGREEMENT FOR THE OWNERSHIP, OPERATION, AND MAINTENANCE
OF THE JONESVILLE FREEDOM MEMORIAL**

THIS AGREEMENT dated the ____ day of _____, 2016 between the City of Jonesville, a Michigan Municipal Corporation, whose address is 265 E. Chicago Street, Jonesville, MI 49250 (the "City") and the American Legion Post 195, whose address is P.O. Box 274, Jonesville, MI 49250 (the "Legion") is based upon the following:

WHEREAS, the Legion is the owner, operator and has maintained the Freedom Memorial (the "Memorial") on Lots 854 through 879 of Sunset View Cemetery (the "Cemetery"); and

WHEREAS, as of October 14, 2014, the City assumed operation of the Cemetery; and

WHEREAS, the City and Legion wish to provide for the long term care, maintenance and operation of the Memorial.

NOW THEREFORE, IT IS HEREBY AGREED, as follows:

1. In consideration for the care and maintenance of the Memorial, the Legion transfers ownership of the Memorial to the City. In so doing, the Legion relinquishes its interest in the unrecorded Quit Claim Deed dated June 13, 2011 for Lots 854 through 879 in the Sunset View Cemetery.

2. The Legion donates the sum of \$50,000 to the City. The donated funds shall be used for purposes benefiting the Memorial, including repair, maintenance, care and operation of the Memorial.

3. The City may invest the donated funds in the manner it deems appropriate and the proceeds of such investments shall be used for the same purposes as the original donated funds.

4. The Legion may, from time to time, donate additional funds to the City for the benefit of the Memorial. Such future donations shall be used for the same purposes as the original donated funds, unless otherwise specified in writing by the Legion at the time of donation.

5. At no time shall the donated funds be used for a purpose other than those benefitting the Memorial, including repair, maintenance, care and operation of the Memorial. The annual audit is available for inspection on the City website or in City Hall. Investment account statements will be made available to the Legion upon request.

6. The Legion will, in the near term, continue to provide care, maintenance, and operation of the Memorial, as it previously has, with expenses to be reimbursed by the City from the donated funds. Over time, the City will assume additional responsibility for the Memorial, up to and including full responsibility for its care, operation and maintenance. Annually, the Legion Commander will meet with the City Manager to review the prior year's cooperative services and to determine the services to be provided during the following year. This meeting will take place by April 1st each year, or on such alternate date agreeable to both.

7. This Agreement represents the complete agreement between the City and the Legion and no other terms or agreement has been agreed by the parties, except as set forth herein.

8. Amendments to this Agreement shall be made in writing and agreed to by both parties.

The City and Legion have executed this Agreement on the Date first noted above.

Witnesses:

CITY OF JONESVILLE

By: Jeffrey M. Gray
Its: City Manager

Witnesses:

AMERICAN LEGION POST 195

By:
Its:

Jonesville Freedom Memorial Fund Agreement

(A Designated Fund)

Agreement

This agreement is drawn up between the Hillsdale County Community Foundation (hereafter referred to as the "Foundation") and the City of Jonesville (hereafter referred to as the "Donors") for the establishment of the "Jonesville Freedom Memorial Fund" (hereafter referred to as the "Fund").

General Terms

1. **Purpose** - The purpose of this Fund is to establish an endowment fund, from which the income will be used to provide maintenance for the Freedom Memorial located in the Sunset View Cemetery in Jonesville, Michigan.
2. **Income** - The income from the Fund shall be disbursed and paid directly to the City of Jonesville for the repair, maintenance, care and operation of the Memorial. All requests for distributions must be made on City letterhead and signed by the City Manager and the City Finance Director. The Foundation shall notify the Donor in a timely fashion (yearly) of the income available for distribution.
3. **Intent** - It is the intent of the Foundation that the Fund shall be the beginning of an ongoing effort by the Foundation and the community to build a growing endowment fund. Any person, whether an individual, corporation, trust, estate or organization may make additional gifts to the Foundation for the purposes of the Fund by a transfer to the Foundation of property acceptable to the Foundation in whole or in part for the Fund. All gifts, bequests and devises to this Fund shall be irrevocable once accepted by the Foundation.
4. **Administration** - The Foundation hereby affirms that it will administer this Fund in accordance with the terms and subject to the conditions set forth by this agreement. The guidelines and procedures for such funds are described in the Foundation's governing instruments, including its Articles of Incorporation and By-Laws.
5. **Maintenance of the Fund** - The Foundation may commingle the assets of the Fund with the assets of other component funds held by the Foundation for accounting purposes. However, separate records of the Fund will be maintained by the Foundation and all contributions to and distributions from the Fund will be clearly identified as such.
6. **Power of the Foundation** - It is understood and agreed that all assets held in the Fund will be subject to the Articles of Incorporation and Bylaws of the Foundation, including the power contained therein for the governing board to modify any restrictions or conditions on the

Freedom Memorial Expenses (2009-2015)

Year	Description	Amount
2009	Electricity	817.79
	Ballard Installation	2,227.50
	Light Repair	22.62
	Memorial Maintenance	0.00
	Flags	42.12
	Miscellaneous	0.00
	2009 Total	3,110.03
2010	Electricity	1,004.14
	Light Repair	22.25
	Memorial Maintenance	880.00
	Flags	0.00
	Miscellaneous	0.00
		2010 Total
2011	Electricity	1,009.66
	Light Repair	279.49
	Memorial Maintenance	0.00
	Flags	185.21
	Miscellaneous	13.78
		2011 Total
2012	Electricity	1,052.78
	Light Repair	479.79
	Memorial Maintenance	335.00
	Flags	39.90
	Miscellaneous	75.08
		2012 Total
2013	Electricity	1,077.70
	Light Repair	0.00
	Memorial Maintenance	0.00
	Flags	0.00
	Miscellaneous	0.00
		2013 Total
2014	Electricity	1,055.89
	Light Repair	2,540.15
	Memorial Maintenance	2,125.00
	Flags	78.85
	Miscellaneous	7.39
		2014 Total
2015	Electricity	656.90
	Light Repair	0.00
	Memorial Maintenance	0.00
	Flags	120.80
	Miscellaneous	34.91
		2015 YTD

Total Expenses (2009-2015) 16,184.70

Average Annual Exp. (2010-2014) 2,452.41

* 2009 is a partial year (electricity expenses Feb-Dec); 2015 is a partial year (Jan-July)

HCCF History of Investment Return

FY	Notes	(Oct 1- Sept 30)
1991		1.43%
1992		6.24%
1993		10.26%
1994	Changed to September Year-End	0.27%
1995	Start - October 1 - September 30th	11.75%
1996		10.57%
1997		28.14%
1998		5.04%
1999		16.67%
2000		11.69%
2001	Severe Drop in Market	-16.74%
2002		-5.61%
2003		10.86%
2004		11.11%
2005		11.00%
2006		7.41%
2007		12.82%
2008		-14.76%
2009		-0.15%
2010		9.95%
2011		-0.91%
2012		20.54%
2013		15.56%
2014		9.42%
2015	Bad Quarter, Rebounded in October 2015.	-1.13%
5 Year Avg		8.70%
10 Year Avg		5.88%
20 Year Avg		7.60%

****Subject To Council Approval****

**JONESVILLE CITY COUNCIL
Minutes of December 16, 2015**

A meeting of the Jonesville City Council was held on Wednesday, December 16, 2015 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, and David Steel. Absent: Andy Penrose

Also present: Manager Gray, Attorney Lovinger, Chief Lance, WWTP Supt. Mahoney, Treasurer Spahr, Fire Chief Adair, Corey Murray (Hillsdale Daily News), and David Betz.

Mayor Robert Snow led the Pledge of Allegiance.

The agenda was approved as presented.

A motion was made by David Steel and supported by Jerry Drake to authorize an expenditure of \$76,916.25 to retire the Sanitary Sewer Revenue Bond. All in favor. Absent: Andy Penrose. Motion carried.

Gerry Arno made a motion to authorize an expenditure of \$2,508.95 for the installation of police patrol vehicle equipment. The motion as supported by Ron Hayes. All in favor. Absent: Andy Penrose. Motion carried.

A motion was made by David Steel and supported by Ron Hayes to approve the Title VI Non-Discrimination Plan and to authorize the City Manager and Mayor to execute the necessary documents. All in favor. Absent: Andy Penrose. Motion carried.

Discussion was held regarding the cooperative arrangements with representatives of the Jonesville American Legion Post to assure the long term care and maintenance of the Freedom Memorial, transferring ownership to the City of Jonesville, along with \$50,000 to offset the costs associated with maintenance. The final agreements will be presented to Council at the January 6, 2016 meeting.

A motion was made by Jerry Drake and supported by Tim Bowman to receive the 2015 Planning Commission Annual Report. All in favor. Absent: Andy Penrose. Motion carried.

Ron Hayes made a motion and was supported by Jerry Drake to approve the Council minutes of November 4, 2015 with one change being noted. All in favor. Absent: Andy Penrose. Motion carried.

A motion was made by Ron Hayes and supported by David Steel to approve the Accounts Payable for November and December 2015 in the amount of \$62,424.12. All in favor. Absent: Andy Penrose. Motion carried.

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

A motion was made by Jerry Drake and supported by Ron Hayes to adjourn at 7:32 p.m. All in favor. Absent: Andy Penrose. Motion carried.

Submitted by:

Cynthia D. Means
Clerk

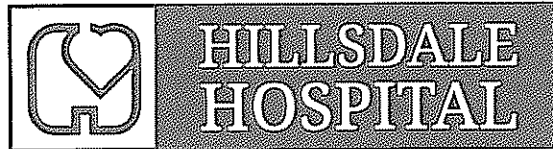
<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
AMERICAN COPPER & BRASS, LLC	WWTP - REPAIRS	28.06
ARROW UNIFORM RENTAL	UNIFORM RENTAL/OPERATING SUPPLIES	312.15
AT&T MOBILITY	CELL PHONES	140.34
BAKER'S LAWN CARE, LLC	CEMETERY - DECEMBER SEXTON SERVICES	2,275.00
BIOLOGICAL RESEARCH SOLUTION	WATER - TESTING	50.00
BRINER OIL CO., INC.	JFD - GASOLINE	66.50
	MVP - GASOLINE	87.42
		153.92
BROOKS, JAMIE	CITY HALL CLEANING	100.00
	JPD CLEANING SERVICE	100.00
		200.00
CDW GOVERNMENT, INC.	CITY HALL - TONER/JPD - BATTERIES/TONER	445.16
CLARK ELECTRIC, INC.	WWTP - SUPPLIES	70.08
CLEAR VIEW, B.R. LLC	JPD/CITY HALL WINDOW CLEANING	32.00
CMP DISTRIBUTORS, INC.	JPD - BULLETPROOF VEST REPLACEMENT	1,499.00
CONSUMERS ENERGY	DDA - PARKING LOT LIGHTS	21.51
	DDA-STREETSCAPE LIGHTS	658.16
	CITYWIDE STREET LIGHTS	2,534.70
		3,214.37
COUNTRYSIDE TROPHIES	NAME PLATES	14.00
CURRENT OFFICE SOLUTIONS	OFFICE SUPPLIES	27.50
	JPD - SUPPLIES RETURNED	(65.00)
	JPD - SUPPLIES	154.88
	JPD - SUPPLIES	81.48
	OFFICE SUPPLIES	74.95
		273.81
DEPENDABLE FIRE APP, LLC	JFD - TRUCK 535 REPAIR	393.04
FIRE SAFETY USA, INC	JFD - FIRE GLOVES	1,466.50
HAYES, RON	R2PC MEETING	35.65
	R2PC MEETING	86.25
	R2PC MEETING	19.55
	R2PC MEETING	34.50
		175.95
HILLSDALE COUNTY TREASURER	2015 TAX ROLL MAINT/WINTER TAX BILLS	1,387.88
HILLSDALE DAILY NEWS	NOTICE - DEC BOARD OF REVIEW	68.25
	BID NOTICE - CEMETERY/WWTP/JPD EQUIP	97.40
	NOTICE - FY15 AUDIT AVAILABILITY	68.25
		233.90
LAMBRIGHT, PATRICIA	REFUND FIRE DEPARTMENT RENTAL FEE	75.00
MICHIGAN GAS UTILITIES	CITY HALL GAS SERVICE	79.30
	WWTP GAS SERVICE	1,713.34
	DPW BLDG GAS SERVICE	139.79
	GAS LIGHT SERVICE	13.99
	POLICE DEPT GAS SERVICE	62.30
	FIRE DEPT GAS SERVICE	236.52
	DDA BLDG GAS SERVICE	1,789.72
		4,034.96
MICHIGAN METER TECHNOLOGY GR	WATER - SUPPLIES	70.27
MILLIPORE CORPORATION	WWTP - SUPPLIES	167.03
NORM'S TIREMAN	MVP - TRACTOR 1 TIRE	644.55
NORTH EAST FABRICATION CO, I	MVP - TRUCK 5 DUMP BOX REPAIRS	1,750.00
OASIS CAR WASH	JPD - CAR WASHES	18.00
PARKER, HAYES & LOVINGER, P.	LEGAL FEES	150.00
PERRY CORPORATION	COPIER TONER	49.20
	COPIER MAINTENANCE	104.51
		153.71
REPUBLIC WASTE SERVICES	TRASH SERVICE	105.00
	TRASH SERVICE	90.00
	TRASH SERVICE	59.00
		254.00
STATE OF MICHIGAN	WWTP - ANNUAL NPDES PERMIT FEE	1,950.00
STILLWELL FORD-MERCURY, INC.	MVP - DPW PICKUP/2016 FORD F150	21,794.00

01/04/2016
User: LSPAHR
DB: Jonesville

CITY OF JONESVILLE
INVOICE APPROVAL LIST
01/07/2016

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<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
STOCKHOUSE CORPORATION	JPD - INCIDENT LOGS PRINTED	45.90
UNIQUE PAVING MATERIALS CORP	COLD PATCH	198.94
UTILITY SERVICE CO, INC	WATER TOWER MAINT CONTRACT	6,694.75
WELLS EQUIPMENT SALES, INC.	MVP - TRUCK 5 REPAIRS	9.60
	MVP - TRUCK 5 SPRINGS	1,003.70
		1,013.30
	Total:	51,379.57



Caring. Commitment. Community.

December 14, 2015

RECEIVED
DEC 23 2015

BY: _____

Dear Friends:

On January 1, 2016, Hillsdale Community Health Center is changing its name to **Hillsdale Hospital**. The name change is intended to better reflect the array of hospital services we offer and will continue to provide to our community. Over the past two years, a community focus group has been studying the feasibility for a name change. After much committee work, employee and community surveys, our membership corporation unanimously voted to accept the recommendation and we are excited to move forward.

Over the years, the hospital has expanded its continuum of care to ensure the healthcare needs of Hillsdale County and surrounding communities are appropriately met while exceeding their expectations. In addition to emergency and acute inpatient services, Hillsdale Hospital also offers cardiovascular care, obstetrics and gynecology, skilled nursing rehabilitation, joint replacement, bariatric surgery, and other services since the birth of our hospital to Hillsdale 100 years ago. We have simply outgrown our name. Our longstanding mission is to provide quality, compassionate healthcare throughout the communities we serve. We strive to fulfill this mission through constantly improving our technology, review of service lines and embracing growth in many areas.

I am proud to introduce our new name to the communities we serve, our vendors and partners in health as I firmly believe this new name better suits what we have become. Our longevity and success over the years is due to the fact that we have learned to embrace three core values: Caring, Commitment and Community in serving our patient and their families. I invite you to join us in our journey of continued healthcare excellence.

Sincerely,

Duke Anderson
President & CEO

