



### **REMINDER**

### Due to the City Hall Renovations, the Council Meeting will be held at the

Jonesville Police Department (116 W Chicago Street)

April 19, 2017 6:30 pm 265 E. Chicago Street - Jonesville - MI 49250

(517) 849-2104 Ph (517) 849-9037 Fx www.jonesville.org manager@jonesville.org

### CITY OF JONESVILLE COUNCIL AGENDA APRIL 19, 2017 - 6:30 P.M.

### PLEASE NOTE CHANGED LOCATION: JONESVILLE POLICE DEPARTMENT 116 W. CHICAGO STREET

- 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

Proclamation – Ron Hayes

### 5. PUBLIC HEARING AND SUBSEQUENT COUNCIL ACTION

### 6. REPORTS AND RECOMMENDATIONS

Consider Appointment – Zoning Board of Appeals	[Action Item]
Comcast – Cable Franchise Agreement Renewal	[Action Item]
Riverfest Weekend Yard and Garage Sale Permit Variance	[Action Item]
Consider DPW Boom Truck Repair	[Action Item]
Master Plan Scope	[Action Item]
	Consider Appointment – Zoning Board of Appeals Comcast – Cable Franchise Agreement Renewal Riverfest Weekend Yard and Garage Sale Permit Variance Consider DPW Boom Truck Repair Master Plan Scope

### 7. COUNCIL MINUTES

A. Consider minutes of the March 15, 2017 regular meeting

[Action Item]

### 8. ACCOUNTS PAYABLE

A. Accounts Payable for April 2017 totalling \$201,035.57

[Action Item]

### 9. DEPARTMENT REPORTS

- A. Fire Department Chief Adair
- B. Water/Wastewater Treatment Plant Superintendent Mahoney
- C. Department of Public Works and Zoning Report Superintendent Kyser
- D. Police Department Chief Lance
- E. Cash Report Finance Director Spahr
- F. Cemetery Report Manager Gray

### 10. ADJOURNMENT

265 E. Chicago Street • Jonesville • MI 49250

(517) 849-2104 Ph (517) 849-9037 Fx www.jonesville.org manager@jonesville.org

To: Jonesville City Council

From: Jeffrey M. Gray, City Manager

Date: April 13, 2017

Re: Manager Report and Recommendations - April 19, 2017 Council Meeting

### 6. A. Consider Appointment – Zoning Board of Appeals

[Action Item]

The City has previously advertised to fill the vacancy on the Zoning Board of Appeals that occurred when Annette Sands was appointed to the Planning Commission. George Humphries, Jr. has submitted the attached application to fill the vacancy. Mr. Humphries' previous service to Jonesville includes appointment to the Advisory Committee that explored city incorporation. A motion is necessary to appoint Mr. Humphries to serve the remainder of the term, which expires in November of this year. He would be eligible for re-appointment after that date. *Please refer to the attached application for appointment*.

### 6. B. Comcast Cable Franchise Agreement Renewal

[Action Item]

The Uniform Video Services Local Franchise Act, Public Act 280 of 2006 provides for a standard form for franchise agreements to allow cable television providers to provide services within the City. The 2006 law made the language of such agreements standard in all communities in Michigan. The Act allows the community to charge a franchise fee of up to 5% of gross revenues from video services. The fee is to compensate for the use of the public right-of-way to provide the cable services. The last franchise agreement was approved in 2007 with a 3% fee. The City does not currently charge Comcast any permit fees for work that it does in the public right-of-ways for service extensions. The revenue from the current service fee is approximately \$14,000 per year. I would recommend that Council consider increasing the franchise fee to the full 5% authorized by the Act. Total revenue would be approximately \$23,000.

Under the law, action is required at the April meeting. The Agreement would remain in effect for 10 years. The Agreement has been reviewed by Attorney Lovinger. A motion to approve the Agreement is necessary and should state the percentage of the franchise fee. *Please refer to attached Franchise Agreement*.

### 6. C. Riverfest Weekend Yard and Garage Sale Permit Variance

[Action Item]

Ordinance No. 204 regulates yard and garage sales within the City of Jonesville. Section 2(F) allows the City Council to waive ordinance requirements for community events. I recommend waiving the requirement for permits between Thursday, May 18, 2017 and Sunday, May 21, 2017. Riverfest weekend sales will not be counted toward each resident's six allowed sales limit. All other provisions of the ordinance remain in effect, including the placement of signs. *Please refer to the attached copy of Ordinance No. 204*.

### 6. D. Consider DPW Boom Truck Repair

[Action Item]

The 2001 Ford F450 boom truck is experiencing significant deterioration to the body around the lift. Our current vehicle sees significant use, but is fairly limited in miles driven with just over 30,000. In addition to its use in hanging banners and decorations Downtown, it is utilized as a tool and part truck for water repairs in the water department. Superintendent Kyser has researched various options to budget for the replacement of the vehicle, but has found that used models have typically been in service as utility vehicles, with as many as 200,000 miles and purchase prices in the vicinity of \$75,000. Mr. Kyser has received the attached quote from Automotive Service Company in Jackson that recently outfitted the new

Manager Report and Recommendations April 19, 2017 Council Meeting Page 2 of 2

dump truck. The quote is for the rebuild and painting of the service body in the total amount of \$16,900. Mr. Kyser has requested, and I am recommending, that unspent funds budgeted for the dump truck be utilized to complete the repair in this budget. The truck will get significant use this summer, and authorization at this time will permit the work to be completed immediately following its use for Riverfest. The rebuild of this vehicle is specialized work and the vendor in Jackson is the nearest that can complete it. This will allow us to maintain proximity for follow up service, if needed. A motion is necessary to permit the repair of the DPW boom truck in an amount not to exceed \$16,900. Please refer to the attached quote.

### 6. E. Master Plan Update – Project Scope

[Action Item]

In February, staff reviewed the proposed Master Plan Update and community visioning with the Planning Commission and City Council in separate work sessions. Based on those discussions, I have developed a draft project scope. I would appreciate your review and input on the proposal. I intend to use this scope document to have Region 2 Planning Commission and the facilitator develop cost proposals for the project and schedule the start of the update process. The Planning Commission reviewed the document at their April 12<sup>th</sup> meeting and voted to recommend that Council approve it. *Please refer to the attached draft Master Plan Update Project Scope*.

### Correspondence:

- ➤ MIOSHA Training Institute Teresa Bensch
- > R2PC Federal Funding Notice



### **PROCLAMATION**

The City of Jonesville wishes to formally recognize and appropriately honor

### Ronald Hayes

for leadership in establishing a program for the recognition of citizenship within the City of Jonesville and for more than ten years of service to the Citizenship Awards Committee.

On the tenth anniversary of the
Citizen of the Year Awards,
the Jonesville City Council
hereby expresses its sincere gratitude
and offers its best wishes for
your continued success and prosperity.

JONESVILLE CITY COUNCIL



### JONESVILLE CITY BOARDS & COMMITTEE APPLICATION FOR APPOINTMENT

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Board or Committee to which appointment is desired. (If more than one, please list in
20NING Board of APISAS
1. Name (FORGE HIMPHRIES 2. Occupation PATAJER REACHOST
3. Employer EUTHEIFER EVAL 6UL 4. Email address 16 Hour heres 6 Ad COM
5. Home Address Zol Muphy St Jours Ville Utr 40250 Street City Zip
6. Home Telephone 517:647-7420. Business Phone 517-437-7334
8. Length of residency in Jonesville $2/yr^3$ .
9. List other community organizations/commissions that you are a member.
ABATE OF MICHIGAN KEED B
AWARNESS OF MOTOR CYCLEST RICEROUND OF WERS
10. Please indicate below the background or experience you have that will be of value
if you are appointed. Also, indicate any reasons for desiring to serve on the requested board or committee.
(Please continue on reverse side if needed and be sure to sign and date. Please attach resume or other pertinent information if so desired.)
Dep, of House, Dep Toll Wallery Miles hul
BRUCE CASECHE! " LEN Kurk ON POLIFER MATTERS
Served on Committee to supply fillinge a. Cuty
3-20-20/7 Signature Signature

PLEASE RETURN THIS APPLICATION TO: City of Jonesville

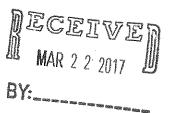
265 E. Chicago Street Jonesville, MI 49250 Phone: 517-849-2104 Fax: 517-849-9037



Sent via UPS

March 21, 2017

Ms. Cindy Means, Clerk City of Jonesville 265 East Chicago Street Jonesville, MI 49250-1002



Re: Michigan Uniform Video Service Local Franchise Agreement Renewal

Dear Ms. Means:

In accordance with the instructions set forth by the Michigan Public Service Commission in its provision of the Uniform Video Service Local Franchise Agreement and with provisions set forth in Section 3(7) of Public Act 480 of 2006, enclosed please find two completed Renewal Uniform Video Service Local Franchise Agreements along with the necessary Attachment 1s thereto filed on behalf of Comcast of Flint, Inc. Kindly return one executed copy of the Agreement in the self-addressed stamped envelope.

If you have any questions, please contact me directly at 517-334-5686 or Leslie Brogan, Senior Director of Government Affairs, at 517-334-5890. We look forward to continuing to be the company that your residents look to first for the communication products and services that connect them to what's important in their lives.

Sincerely,

John P. Gardner

Director, External Affairs Comcast, Heartland Region

Le Poladie

1401 E. Miller Rd. Lansing, MI 48911

Enclosure

Cc: Leslie A. Brogan, Comcast

### INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

- 1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
- 2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
- 3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

### The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 Uniform Video Service Local Franchise Agreement" is not required to be filed at this time unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.
  - 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a

FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

- 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve
  the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise
  Agreement or approve the Franchise Agreement within the time periods required under this subsection, the
  franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall
  notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and
  completed Agreement by completing Attachment 3 Uniform Video Service Local Franchise Agreement.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "<u>Attachment 2 - Uniform Video Service Local Franchising</u> <u>Entity</u>" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission Attn: Video Franchising 6545 Mercantile Way P.O. Box 30221 Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

### UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq*, (the "Act") by and between the City of Jonesville, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Flint, Inc., a Michigan Corporation doing business as Comcast.

### 1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- **E.** "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- **G.** "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- **H.** "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- **M.** "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- **O.** "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "<u>Uniform video service local franchise agreement</u>" or "<u>franchise agreement</u>" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "<u>Video service provider fee</u>" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

### II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under Section 3 of the Act (except as otherwise provided by the Act).
- **B.** The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- **C.** The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- **D.** The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- **E.** The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- **G.** The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- **H.** The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to Section 2(3)(e) of the Act. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) of the Act must be noted. The Provider will provide this information in <a href="Attachment 1">Attachment 1</a> Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to Section 6 of the Act.

### III. Provider Providing Access

- **A.** The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within <u>3 years</u> of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within <u>5 years</u> of the date it began providing video service under the Act and Agreement and from that point forward, at least <u>30%</u> of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.

- **D.** The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
  - The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- **F.** The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

### IV. Responsibility of the Franchising Entity

- **A.** The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- **B.** The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under Section 3(3) of the Act, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
  - If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
  - i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the

- permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.
- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

### V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to Section 3(3) of the Act, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- **B.** Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act.**

### VI. Fees

- A. A vide Entity.
- **A.** A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of \_\_\_\_\_\_\_ % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
  - **B.** The fee shall be due on a <u>quarterly</u> basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
  - C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
  - D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
    - 1. Gross revenues shall include all of the following:
      - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
      - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
      - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
      - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
      - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
      - vi. Any advertising commissions paid to an affiliated third party for video service advertising.

### 2. Gross revenues do not include any of the following:

- i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
- ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services,

- capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
- iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
- v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
- vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
- vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.
- viii. Sales of capital assets or surplus equipment.
- ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
- x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- **F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under Section 6(1) of the Act for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act), 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the METRO Act. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the METRO Act.
- **H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within <u>3 years</u> from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under Section 6(1) of the Act, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

### VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the effective date of the Act or as provided under Section 4(14) of the Act.
- **B.** Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- **D.** The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider <u>shall not</u> exercise any editorial control over any programming on any channel designed for public, education, or government use.
- **E.** The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to Section 4(1) of the Act or an agreement under Section 13 of the Act to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under Section 13 of the Act. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

### VIII. PEG Fees

- **A.** The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_ ----\_)
    paid to the Franchising Entity by the incumbent video Provider with the largest number of cable
    service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- **C.** The fee shall be due on a <u>quarterly</u> basis and paid within <u>45 days</u> after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- **D.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within <u>3 years</u> from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- **G.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under Section 6 of the Act to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- **B.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within <u>3 years</u> from the date the compensation is remitted.

### X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use <u>Attachment 2</u>, when notifying the Franchising Entity.

### XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

### XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

### XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute.

  Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

### XIV. Complaints/Customer Service

- **A.** The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- **B.** The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under Section 10 of the Act. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- **E.** A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5)** of the Act.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by Section 2(3)(I) in the Act.

### XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity: (must provide street address)	If to the Provider: (must provide street address)
City of Jonesville:	
	1. 41112 Concept Dr.
	Plymouth, MI 48170
	Attn: VP of Government Affairs
Attn:	Fax No.: 248-233-4719
Fax No.:	
	2. 600 Galleria Pkwy
	Atlanta, GA 30339
	Attn: Sen. Vice President, Government Relations
	3. One Comcast Center
	Philadelphia, PA 19103
	Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

### XVI. Miscellaneous

- **A.** Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- **C.** Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- **D.** Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Jonesville,	а	Michigan	Municipal
Corporation			

### Comcast of Flint, Inc, a Michigan Corporation doing business as Comcast

	To Pill
Ву	By Timothy P. Collins
Print Name	Print Name Regional Senior Vice President
Title	Title 41112 Concept Drive
Address	Address Plymouth, MI 48170
City, State, Zip	City, State, Zip 734-254-1525
Phone	Phone 248-233-4719
Fax	Fax Tim_Collins@cable.comcast.com
Email	Email

FRANCHISE AGREEMENT (Franchising Entity to Complete)	
Date submitted:	
Date completed and approved:	

### **ATTACHMENT 1**

### Uniform Video Service Local Franchise Agreement (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: March 8, 2017			
Applicant's Name: Comcast of Flint, Inc.			
Address 1: 41112 Concept Dr.			
Address 2		Phone: 248-233-4700	
· City: Plymouth	State: MI	Zip: 48170	
Federal I.D. No. (FEIN): 31-0873877			

### Company executive officers:

Name(s): Timothy P. Collins
Title(s): Regional Senior Vice President

### Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: John Gardner	·	
Title: Director, External Affa	irs	
Address: 1401 E. Miller Rd.	, Lansing, MI 48911	
Phone: 517-334-5686	Fax: 517-657-3743	Email: John_Gardner@comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Gover	nment Affairs	
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 517-334-5890	Fax: 517-657-3743	Email: Leslie_Brogan@comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[**Option A**: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C**: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

2(3)(e) (the Video Service Area Footprint).	
Date:	· ·
For All Applications:	ist and in the
	ification rovider)
I, Timothy P. Collins, of lawful age, and being first du authorized to do and hereby make the above commit true and correct to the best of my knowledge and bel	ly sworn, now states: As an officer of the Provider, I am ments. I further affirm that all statements made above are ief.
Name and Title (printed): Timothy P. Collins, Regions	al Senior Vice President
Signature:	Date: 3-9-17
(Franci	nising Entity)
City of Jonesville, a Michigan municipal corporat	ion
Ву	
Print Name	
Title	
Address	
City, State, Zip	
Phone	
Fax	
Email	
Date	

Attachment  ${f 1}$ 

### VILLAGE OF JONESVILLE ORDINANCE NO. 204

### AN ORDINANCE REGULATING YARD AND GARAGE SALES WITHIN THE VILLAGE OF JONESVILLE.

### THE VILLAGE OF JONESVILLE ORDAINS:

Section 1. Purpose.

It is the purpose of this ordinance to regulate the operation of yard and garage sales in the Village of Jonesville for the purpose of minimizing increased traffic, noise, and nuisance of repeated sales of various types of personal property. Successive sales can detract from the tranquility and privacy of neighborhoods, public safety, welfare and prosperity of the village and its residents.

Section 2. Requirements; permit, frequency, time, manner, etc.

It shall be unlawful and punishable by municipal civil infraction for any person to expose for sale, offer for sale or sell personal property from residential land, except in the following manner:

- (a). Six (6) sales may be conducted from a residence within a calendar year, but not more than one per month.
- (b). A free permit must be obtained from the Village, permits allow the sale for no more than four (4) consecutive days.
- (c). Sales may run from 8:00 A.M. to 8:00 P.M.
- (d). No sign shall be placed on public property, within a public right-of-way, between the curb and sidewalk, on any tree, light pole, utility pole or in any location that obstructs the vision of any motorist. Any such sign will be removed without notice. Signs are to be removed immediately following the end of the sale.
- (e). Upon written application of the majority of residents of any block, the Village Council may authorize a block yard sale which will not be counted against an individual's permitted sales.
- (f). Restrictions of this ordinance may be waived by the Village Council for sales conducted by charitable organizations and community events.

Section 3. Violations; Declaration of Nuisance.

Any yard or garage sale operated in violation of this ordinance is hereby declared to be a nuisance per se.

Section 4. Penalty.

Whoever violates any provision of this ordinance is responsible for a municipal civil infraction, and shall be subject to the payment of a civil fine of not less than one hundred dollars (\$100.00) or in accordance with the current civil fine schedule, which

ever is greater, plus costs and other sanctions for each infraction. Each day that a violation exists or continues shall constitute a separate and additional violation.

### Section 5. Publication and Effective Date.

This ordinance shall be in force and in effect fifteen (15) days after its publication in a newspaper of general circulation within the Village.

YEAS: Robert Snow, Gerry Arno, Jerry Drake, Jim Marks and Ron Hayes

NAYS: None

ABSENT: Brenda Guyse and Andy Penrose

ORDINANCE DECLARED ADOPTED ON February 16, 2011.

Robert Snow, Village President

Cindy Means Deputy Clerk

### CERTIFICATION

I, Cindy Means, being the Deputy Clerk of the Village of Jonesville, do hereby certify that the foregoing is a true and correct copy of the Village of Jonesville Ordinance No. 204, passed on the 16<sup>th</sup> day of February 2011. Further, I certify I caused the same to be published in the Hillsdale Daily News, Hillsdale, Michigan, within fifteen (15) days after adoption by the Village Council of the Village of Jonesville, pursuant to the General Law Village Act.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of

February, 2011.

Cindy Means, Deputy Clerk

603 EAST WASHINGTON AVE. JACKSON, MI.49203 PHONE: 517-784-6131 FAX:517-784-0601

TOLL FREE IN MI. 1-888-784-6131

To: City Jonesville Craig Zwick 517 849 9037 ONE Pages: Date: 3 - 28 - 2017 Re: Bucket Truck Body For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle ATT Mike Comments; Removal of Manlift and existing Service Gody. Install Knapheide Sewice Body, Transfer existing Rachs, new Bumper, 3 letes each side rear / 1-a side to be Strobe Flasher (ILED STT/1. LED Bachup litea Remount Bucket after Body With and Painted. app materials 10,40000 app Labor 6,50000 Estinate \$ 16,9000

Craig Zwick



### 2017 Master Plan Update Project Scope

The City of Jonesville intends to engage the services of Region 2 Planning Commission (R2PC) and a public input facilitator in the update of its Master Plan. The Plan was comprehensively updated in 2010. The 2017 update will be focused in its scope and will include the following elements:

### REDEVELOPMENT READY COMMUNITIES

The City of Jonesville anticipates formal engagement with the Michigan Economic Development Corporation (MEDC) in the Redevelopment Ready Communities (RRC) program during the spring and summer of 2017. Engagement requires the following activities (anticipated dates for completion of the activities are noted):

- Best Practice Training May and June 2017
- > Completion of the Self Evaluation Form July and August 2017
- > Resolution of Intent to Engage in RRC from City Council August or September 2017

The RRC program assures that the City of Jonesville is engaged in best practices that will maximize opportunities for new development and redevelopment within the City. Engagement in the RRC program also assures that the City will remain eligible for development funds from the MEDC.

The MEDC has developed guidance materials to assure that community master plans include elements to enhance future redevelopment opportunities. The Master Plan update will incorporate these recommended best practices.

### CITY OF JONESVILLE FOCUS

The 2010 Master Plan was developed jointly with Fayette Township. The Township has elected to complete an update of the plan for the Township on its own. The 2017 update for the City will need to, therefore, focus on the City of Jonesville.

### **UPDATED DEMOGRAPHICS AND BACKGROUND DATA**

Chapters 2 and 3 provide demographic and background data that needs to be reviewed and updated accordingly. Some updated data is available via the recently updated City of Jonesville and Fayette Township Joint Recreation Plan and can be incorporated in the 2017 Master Plan update. Additional review and update to assure that all information is current will be necessary.

Additional cross reference to the applicable work from the Joint Recreation Plan should be included in the Master Plan, including the Parks and Recreation Survey results and the City's participation in the Headwaters Recreational Authority.

City of Jonesville 2017 Master Plan Update Project Scope

### **PUBLIC INPUT**

It is, of course, important to assure that the Master Plan reflects the vision of the residents, property owners and business owners of the City. The following are envisioned as components of the community outreach and public participation in the Master Plan update.

- ➤ Community Survey R2PC will meet with the Planning Commission and City Council to review and discuss applicable topics for a community wide survey. The target audience will be residents, business owners, and other property owners. The survey will be distributed via electronic means and will also be available for those who prefer to complete a hard copy. R2PC will compile survey results.
- ➤ Focus Group Meeting Representatives of all City boards and commissions will be invited to participate in a focus group meeting. The meeting will be open to the public, as well. A facilitator will review survey results and the focus group will be given the opportunity to offer additional input on survey topics. The facilitator will assist the focus group in determining development and redevelopment priorities.

The results of these community outreach efforts will be used to inform the Vision, Goals and Policies advanced in the Master Plan, as well as the Zoning Plan and Implementation sections.

### SHARED DEVELOPMENT STRATEGY

An additional meeting or meetings will be held with the facilitator assisting the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, and the Local Development Finance Authority in the development of a shared development strategy and priorities. The goals and priorities of the respective boards will be presented and reviewed, with collective agreement on a prioritized overall economic development strategy for the City. The strategy will set the stage for periodic meetings after the Master Plan update is completed for the boards to discuss progress and future goals and priorities.

### **IMPLEMENTATION**

An implementation chapter will be added to the Master Plan. The chapter will describe the tasks needed to implement the plan, with tasks prioritized and parties responsible for implementation identified.

### JONESVILLE CITY COUNCIL Minutes of March 15, 2017

A meeting of the Jonesville City Council was held on Wednesday, March 15, 2017 at the Jonesville City Hall. Mayor Pro-Tem Tim Bowman called the meeting to order at 6:30 p.m. Council members present were: Jerry Drake, Brenda Guyse, Andy Penrose and David Steel. Also present: Manager Gray, Attorney Thompson, Police Chief Lance, WWTP Supt. Mahoney, DPW Supt. Kyser, Fire Chief Adair, Corey Murray (Hillsdale Daily News), Marcia Gensterblum (President Jonesville District Library), and Colleen Armey. Absent: Gerry Arno and Ron Hayes.

Mayor Pro-Tem Bowman led the Pledge of Allegiance and moment of silence.

The agenda was approved as presented.

A motion was made by David Steel and supported by Andy Penrose to appoint Colleen Armey to the Jonesville District Library Board for a four year term through February 2021. Marcia Gensterblum, President of the Jonesville District Library Board, spoke on behalf of Ms. Armey and advised that the Library Board is pleased to have Ms. Armey joining the board. All in favor. Absent: Gerry Arno and Ron Hayes. Motion carried.

Brenda Guyse made a motion and was supported by Andy Penrose to approve Resolution 2017-02 – Deb Hollister for Citizen of the Year. Roll Call Vote: Ayes: Jerry Drake, Brenda Guyse, Andy Penrose, David Steel and Tim Bowman. Nays: None. Absent: Gerry Arno and Ron Hayes. Motion carried.

A motion was made by Jerry Drake and supported by Brenda Guyse to approve Resolution 2017-03 – Les Hutchinson for Citizen of the Year. Roll Call Vote: Ayes: Jerry Drake, Brenda Guyse, Andy Penrose, David Steel and Tim Bowman. Nays: None. Absent: Gerry Arno and Ron Hayes. Motion carried.

David Steel made a motion and Brenda Guyse supported the motion to approve Resolution 2017-04 – Keagan Gimenez for Youth Citizen of the Year. Roll Call Vote: Ayes: Jerry Drake, Brenda Guyse, Andy Penrose, David Steel and Tim Bowman. Nays: None. Absent: Gerry Arno and Ron Hayes. Motion carried.

A motion was made by Andy Penrose and supported by Jerry Drake to award the City Hall Renovation bid for construction and electrical to D.H. Roberts Construction Company in the amount of \$9,115.00 and the flooring bid to Willowbrook Interiors in the amount of \$8,839.00. All in favor. Absent: Gerry Arno and Ron Hayes. Motion carried.

Jerry Drake made a motion to authorize up to \$1,500 from Major and Local Streets for the traffic and speed study for East and Maumee Streets. Brenda Guyse supported the motion. All in favor. Absent: Gerry Arno and Ron Hayes. Motion carried.

A motion was made by Andy Penrose and was supported by David Steel recommending an expenditure of up to \$2,200 for a Summer Recreation Program Assistant. All in favor. Absent: Gerry Arno and Ron Hayes. Motion carried.

Jerry Drake made a motion to approve Resolution 2017-05 – Poverty Exemption Guidelines. The Guidelines follow the Federal poverty guidelines, and will be adhered to by the Jonesville City Assessor and Board of Review. The motion was supported by Brenda Guyse. Roll Call Vote: Ayes: Jerry Drake, Brenda Guyse, Andy Penrose, David Steel, and Tim Bowman. Nays: None. Absent: Gerry Arno and Ron Hayes. Motion carried.

City Attorney Thomas Thompson left at 6:55 p.m.

A motion was made by Brenda Guyse and supported by Andy Penrose to approve the minutes of February 15, 2017 as presented. All in favor. Absent: Gerry Arno and Ron Hayes. Motion carried.

A motion was made by David Steel and supported by Andy Penrose to approve the Accounts Payable for March 2017 in the amount of \$66,568.04. All in favor. Absent: Gerry Arno and Ron Hayes. Motion carried.

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

The meeting was adjourned at 7:30 p.m.

Submitted by:

Cynthia D. Means Clerk Timothy C. Bowman Mayor Pro-Tem

### CITY OF JONESVILLE INVOICE APPROVAL LIST

Page:

1/3

### 04/20/2017

Vendor Description Amount A & J COFFEE SERVICE OPERATING SUPPLIES 10.55 174.00 ADRIAN COMMUNICATIONS JPD - RADIO MAINTENANCE ALEXANDER CHEMICAL CORPORATI WATER - SUPPLIES 684.00 (200.00)WATER - SUPPLIES 484.00 ALLEN DISPLAY JPD - DISPLAY CASE 1,071.75 ALPHA SIGNS & DESIGNS LLC CITY LOGO DECALS 50.00 AMERICAN COPPER & BRASS, LLC WATER METER SUPPLIES 105.00 ARROW UNIFORM RENTAL UNIFORM RENTAL 196.94 LOCAL/LONG DISTANCE 1,475.19 AT&T 2,449.00 AUTOMOTIVE SERVICE COMPANY I MVP - ARROW BOARD SIGN 300.00 BAILEY, HODSHIRE & CO, PC CONSULTATION 3,026.40 BAKER'S LAWN CARE, LLC MARCH FOUNDATIONS/BURIALS 235.00 BEAVER RESEARCH COMPANY WWTP - SUPPLIES BOYLE, BRIAN BOYLE - WATER TRAINING 149.80 96.00 BRAMAN ROOFING COMPANY JFD - COVER ROOF DAMAGE 35.88 BRINER OIL CO., INC. JFD - GASOLINE 97.86 MVP - GASOLINE 21.84 JFD - GASOLINE MVP - GASOLINE 30,00 185.58 CITY HALL CLEANING SERVICE 100.00 BROOKS, JAMIE 100.00 JPD CLEANING SERVICE 200.00 282.96 CARROT TOP INDUSTRIES, INC CITY HALL - FLAG KIT 7,805.26 CLARK ELECTRIC, INC. WWTP - REPLACE LIGHT FIXTURES WWTP - REPLACE NORTH TRICKLING FILTER MOTOR 1,052.85 8,858.11 580.00 DDA - REPLACEMENT SLATS FOR BENCHES COLUMBIA CASCADE COMPANY 1,682.12 CONSUMERS ENERGY IRON REMOVAL PLANT ELECTRICITY 330.88 DDA BUILDING ELECTRICITY 205.74 JPD ELECTRICITY 90.04 FREEDOM MEMORIAL ELECTRICITY 25.90 CEMETERY ELECTRICITY 84.47 DDA - METERED PARKING LOT LIGHTS FAST PARK ELECTRICITY 52.85 CITY HALL SECOND FLOOR ELECTRICITY 22.57 23.24 EMERGENCY SIREN ELECTRICITY 72.18 JFD TRAINING ROOM ELECTRICITY 122.88 JFD TRUCK BAY ELECTRICITY 36.71 RADIO TOWER ELECTRICITY CITY HALL ELECTRICITY 201.73 DPW ELECTRICITY 106.21 3,057.52 CITIZENSHIP/CITY HALL SUPPLIES 158.00 COUNTRYSIDE TROPHIES CRAIG WICKHAM TREE SERVICE LOCAL ST - REMOVE HANGING LIMBS 300.00 ASSESSING SERVICES 5,400.00 CSZ SERVICES, LLC 90.64 ASSESSMENT/BOR SUPPLIES 5,490.64 139.00 CURRENT OFFICE SOLUTIONS WATER/WWTP - TONER CARTRIDGE 34.38 OFFICE SUPPLIES 81,61 OFFICE/REC SUPPLIES 85.31 COPIER MAINTENANCE 340.30 2,616.46 DETROIT SALT COMPANY SALT 171.62 DORNBOS SIGN & SAFETY INC STREET SIGNS 385.44 WATER - METER SUPPLIES FERGUSON WATERWORKS 24.75 FIRST ADVANTAGE OCC HEALTH S DPW - CDL SCREENING 672.42 FIRST DUE FIRE SUPPLY JFD - JAWS PUMP REPAIR FRANK BECK CHEVROLET-CADILLA JPD - DETAIL 2014 INTERCEPTOR 125.00 JFD - SIREN BOX 284.99 GALLS 5.99 WWTP - REPAIRS GODFREY BROS., INC.

### CITY OF JONESVILLE

Page: 2/3

### INVOICE APPROVAL LIST

04/20/2017

Vendor GRIFFITHS MECH CONTRACTING,	Description WWTP - REPAIR LAB UNIT HEATERS WWTP - REPAIRS WWTP - HEATER REPAIR		<u>Amount</u> 746.50 103.75 439.98
		1,290.23	
HAMMERSMITH EQUIPMENT COMPAN			248.00
HILLSDALE MEDIA GROUP	NOTICE - BOARD OF REVIEW MEETINGS ADS - SUMMER REC		65.25 150.00
		215.25	
HUGHES, ED	WWTP LIMITED TREATMENT CLASS		245.51
HYDROCORP, INC	WATER - CROSS CONNECTION PROGRAM		545.00
IDEXX DISTRIBUTION CORP. IPROMOTEU	WATER - LAB SUPPLIES  JPD - LOGOS/PATCHES		2,358.75 188.61
JONESVILLE HARDWARE	SUPPLIES/REPAIRS		103.69
JONESVILLE LUMBER	CITY HALL/JPD REPAIRS		117.95
	JFD - SUPPLIES		1.99
		119.94	40.00
JONESVILLE, CITY OF	CITY HALL WATER/SEWER JPD WATER/SEWER		43.99 43.99
	JFD WATER/SEWER		63.70
	WRIGHT ST PARK WATER/SEWER		33.93
	WWTP WATER/SEWER		467.57
	DPW WATER/SEWER	697.17	43.99
KEINATH TERRY AND CAROLYN	UB refund for account: 001096-04	697.17	9,94
KENNEDY INDUSTRIES, INC.	WWTP - SUPPLIES		75.66
MAHONEY, RICK	UPS PLC BATTERIES		79.98
MICHIGAN GAS UTILITIES	JPD - GAS SERVICE		93.66
	JFD - GAS SERVICE DPW GAS SERVICE		249.15 151.10
	WWTP GAS SERVICE		1,453.63
	CITY HALL GAS SERVICE		97.93
	IRP GAS SERVICE		167.15
	GAS LIGHT SERVICE	2,271.64	59.02
MICUICAN WATED ENVIRONMENT A	WWTP - BOYLE MEMBERSHIP RENEWAL	2,211.04	70.00
MORENCI, CITY OF	GRAY - TRAINING		25.00
MOULTON SHAWN	UB refund for account: 000433-00		15.63
MUNICIPAL SUPPLY CO.			550.36
NORTH EAST FABRICATION CO, I	MVP - WELDING HELMET JFD - EXHAUST FAN REPAIRS		174.69 45.00
	OLD BUILDOL LINA KILITIKO	219.69	10,00
OASIS CAR WASH	JPD - CAR WASHES		18.00
PALMER PHILLIP	UB refund for account: 001035-01		53.42
PARKER, HAYES & LOVINGER, P.			370.00 466.59
PERFORMANCE AUTOMOTIVE PET WASTE ELIMINATOR	MVP - SUPPLIES/VEHICLE REPAIRS PARKS - PET WASTE BAGS		96.99
POINT RENTAL & SALES	MVP - REPAIRS		26.25
	MVP - AUTO REPAIRS		47.91
	MVP - HAND DOLLY	400 16	348.00
DOCEMA CEED	POSTAGE - WATER/SEWER BILLS	422.16	235.15
POSTMASTER READING EMERGENCY UNIT, INC			60.00
	PARKS/DOWNTOWN TRASH SERVICE		105.00
	JPD/JFD TRASH SERVICE		59.00
	CITY HALL/DPW/WWTP TRASH SERVICE	254 00	90.00
SIMMONS TIM	UB refund for account: 000901-03	254.00	43.99
SPAHR, LENORE	MGFOA SPRING SEMINAR	•	67.41
SPEEDWAY SUPERAMERICA, LLC			656.61
STATE OF MICHIGAN	BOYLE - WATER LICENSE RENEWAL		95.00
	MVP - REPLACEMENT PLATE FOR TRUCK 3 MVP - PLATE FOR NEW DUMP TRUCK		13.00 13.00
	TAT THITE FOR MANA POINT THOOK		15.00

04/13/2017 User: LSPAHR
DB: Jonesville

### CITY OF JONESVILLE INVOICE APPROVAL LIST 04/20/2017

Page: 3/3

Vendor	Description		121.00	Amount
TASER INTERNATIONAL	JPD - TASER			1,280.34
TELEDYNE INSTRUMENTS, INC	WWTP - REPAIRS			199.00
TRI-COUNTY INTERNATIONAL TRU				141,236.00
USA BLUEBOOK	WWTP SUPPLIES			661.82
USALCO	WWTP - SUPPLIES			4,400.16
UTILITY SERVICE CO, INC	WATER TOWER MAINT CONTRACT			6,694.75
VERIZON WIRELESS	JPD/WWTP/DPW-CELL PHONES/JPD	IN-CAR	MODEM	167.06
	DPW CELL PHONE			25.00
	DPW CELL PHONE			25.00
			217.06	
WALMART COMMUNITY/RFCSLLC	SUPPLIES/DECORATIONS			180.37
WARNER PUBLISHING CO	REC - HOMER INDEX ADS			157.50
WATER ENVIRONMENT FEDERATION	MAHONEY - MEMBERSHIP RENEWAL			145.00
WELLS EQUIPMENT SALES, INC.				104.79
·		rotal:	201,035.57	

### YEAR SUMMARY 2017

Month	<i>ë</i> lity -	sapio	FAVETHE	MUTUAL ATD	TRAINING/MEETINGS
JANUARY	3	2	5	4	5
FEBRUARY	2	1	3	4	3
MARCH	6	4	4	9	4
QUARTER TOTAL	10	7	12	17	12
APRIL					
MAY					
JUNE					
QUARTER TOTAL					
JULY					
AUGUST					
SEPTEMBER					
QUARTER TOTAL					
OCTOBER					
NOVEMBER					
DECEMBER					
QUARTER TOTAL					
YEAR TOTAL					

Alatac

### Jonesville Fire Department Report

March 2017

viarch	2017			
Date	Type of call	Location	# of members	
MAR-1	Business Meeting	Station(Meeting)	14	
MAR-1	Lift assist	411 Harley St.(Mutual aid)REU	8	
MAR-2	Lift assist	1551 E. Chicago Rd.(Mutual aid)REU	7	
MAR-2	CPR certification	Station(Training)	8	
MAR-3	Fire alarm	260 Gaige St.(City)	10	
WAR-3	Structure fine	14 N. Howell St.(Mutual aid)sta 3	10	
WAR-4	Gas Leak/natural Gas	205 E. Chicago St.(City)	7	
WAR-5	CPR assist	509 Evans St.(Mutaul aid)REU	9	
WAR-5	Medical assist	Drake St. appt.(Mutual aid)sta 14	9	
WAR-8	Wires down	2540 E. Litchfield Rd.(Scipio)	2	
WAR-8	Grass fire/ shed	1230 E. Hastings Lk. Rd.(Scipio)	10	
MAR-8	Wires down/trees	7283 Strait Rd.(Mutual aid)sta 8	7	
MAR-8	2 car P.I.	Olds St./Gaige(City)	8	
WAR-8	Rekindle Grass fire	1230 E. Hastings Lk. Rd.(Scipio)	10	
WAR-8	Wires down/ Cable, phone	Alley behind CNB Bank(City)	12	
<u>MAR-11</u>	Grass fire/burning trash	1751 Moore Rd.(Fayette)	9	
MAR-11	CPR Assist	Walmart (Mutual aid)REU	9	
MAR-17	Medical Assist	118 Deal Pkway(Mutaul Aid)REU	7	
MAR-18	Training/ Ventalation/RIT/SCBA	Hillsdale West st(Training)sta3	8	
MAR-19	Illegal Burn	4891 W. Chicago Rd.(Fayette)	10	
MAR-20	Structure fire/False	3500 Milnes rd.(Fayette)	10	
/AR-22	Clean -Up	Station(Training)	11	
/IAR-23	Structure fire	11828 Borden Rd.(Mutual aid)sta6	10	

Notes

### Jonesville Fire Department Report

March	2017		
Date	Type of call	Location	# of members
WAR-24	1 Car P.I./CPR	Bunn Rd. N. of Bean(Fayette)	8
WAR-24	Grass fire	301 Reading Ave.(City)	n .
WAR-27	Illegal Burn/Trash	8461 Borden Rd.(Scipio)	7
WAR-27	Car Vs Ped.	US-12/ Noe St.(City)	13
	sancarenna neva estancaren arias ven helben elektriko 1887 (		
- NEWSTRAN			
	WANTED TO THE TOTAL OF THE TOTA		
	Morae:		

### MONTHLY OPERATING REPORT <u>March 2017</u>

SUBMITTED: April 5, 2017

WATER FLOW		<b>WASTEWATE</b>	R FLOW
MAXIMUM	260,000	MAXIMUM	395,300
MINIMUM	170,000	MINIMUM	336,900
AVERAGE	210,400	AVERAGE	353,200
TOTAL	6.522 MG	TOTAL	10.9500 MG

**CALLOUTS:** None

### **OPERATION & MAINTENANCE**

The plant was in compliance with the NPDES permit limitations during the month of March 2017.

Ed Hughes attended at water limited treatment seminar.

Lagoon analysis was performed for Reading, Camden, Lake Diane, Merry Lake and North Adams.

Clark Electric installed new LED style light fixtures in the garage bay. They also replaced most of the outdoor yard lights with LED fixtures.

The north trickling filter motor was replaced after the old one failed.

A dead pine tree at the water plant that fell over during the high wind event was cut up and removed.

A proficiency test was performed. This test is required as part of our drinking water certification.

City Staff met with a representative of the USDA concerning the upgrade at the iron removal plant.

The 2016 Water Consumer Confidence Report was completed and sent to City residents and reported to the MDEQ.

### PLANT EFFICIENCY—March 2017

### 5-Day Biochemical Oxygen Demand

### NPDES Permit Limit in March 2017—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—4.0 mg/l Average Percent Removal from the Raw Wastewater—97.4 %

### **Total Suspended Solids**

### NPDES Permit Limit in March 2017—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—2.9 mg/l

Average Percent Removal from the Raw Wastewater—93.8%

### **Total Phosphorus**

### NPDES Permit Limit in March 2017—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—83.8%

### Ammonia Nitrogen

### NPDES Permit Limit in March 2017—7.0 mg/l Monthly Average

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

Jonesville Monthly Average—0.142 mg/l Average Percent Removal from the Raw Wastewater—99.1 % Jonesville Daily Maximum—1.0 mg/l

Rick Mahoney

### Jonesville Dept of Public Works March 2017

### Monthly Report

	Maintenance	Salt	Chloride	Pros. Gravel	COLD MIX
	1 HR DT	- Out	<u> </u>		
STATE HIGHWAYS	0 HR OT	10.70 Tons	0 Bag	0 Ton	3/4 Ton
******	1 HR DT				
MAJOR ROADS	0 HR OT	11 Tons	0 Bag	0 Ton	1/4 Ton
	0 HR DT				
LOCAL ROADS	1 1/2 HRS OT	16 Tons	0 Bag	0 Ton	1/4 Ton
	0 HR DT				
PARKING LOTS	1/2 HR OT	3.50 Tons	0 Bag		.125 Ton
POLICE STATION	0 HR OT	0 Ton	0 Bag		
FIRE DEPARTMENT	0 HR OT	1 Ton	0 Bag		
DPW DEPT	0 HR OT				
DDA SIDEWALKS	0 HR OT				
	0 HR DT				
WATER	0 HR OT				
State Police	0 HR OT	1 Ton	0 Bag		

### The call out and overtime was for plowing & salting.

The call out was for scraping and salting.

State, Major, Local Streets and the south parking lot were cold patched.

We cleaned storm drains on State, Major, Local Street & Parking Lots.

Water meters were read for the month of March.

We made one round around town picking up debris from the wind storm.

Wickham Tree Service took two tops of trees that broke in the wind storm out for the City.

The Rail Trail was cleaned up of trees from the wind storm.

We did some painting at City Hall.

The banner for the Sauk Theater was put up in Fast Park.

We moved cabinets & desk at City Hall for the construction that will begin next month.

We will be starting are Water Meter Replacement Program in April.

We started our spring vehicle maintenance on are equipment.

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 MARCH 2017**

Total reports: 82

Larceny from Building: 0 Assault and Battery: 0

Fraud: 0

Theft from Motor Vehicle: 1

Domestic Assault: 2

Malicious Destruction of Property: 1

Drug Offense: 0 Other Larceny: 1

Damage to Property (not malicious): 1 DPW Barn

Retail Fraud: 1 Embezzlement: 1

Public Roadway Accidents: 2 Private Property Accidents: 10

Other Arrests: 6 (warrants, traffic, etc.)

Non Violent Domestic: 2

Civil Matter/Family Disputes: 3

Medical Emergency: 20

Alarms: 2

Suspicious Situations: 14

Natural Death: 0

General Assistance/Non-Criminal: 24

Traffic/Moving Violations: 8

Ordinance: 1 MIP

Warrants Received from Prosecutor: 8

Juvenile Petitions: 0

March Patrol Shift Coverage: 95%

APRIL FOCUS

Training

Part-Time Hiring

### CITY OF JONESVILLE CASH BALANCES

OFNEDAL FUND.	February-2017	BANK BALANCE
GENERAL FUND: General Fund Now Checking	101-000-001	40,391.34
General Fund CLASS Acct	101-000-007	747,563.95
General Fund Cemetery CLASS Acct	101-000-007	87,782.46
General Fund Alloc of Assets CLASS	101-000-007.100	389,963.20
General Fund Alloc of Assets CLAGS	101-000-007.200	303,000.20
MAJOR STREETS:	A1607 / W1 / W	Alleren
Major Streets Now Checking	202-000-001	38,758.59
Major Streets CLASS Acct	202-000-007	21,660.25
LOCAL STREETS:	on and the scale of a scale of the scale of	
Local Streets Now Checking	203-000-001	4,649.35
Local Streets CLASS Acct	203-000-007	511,074.10
Local Streets Bond & Int CLASS	203-000-007.200	8,763.10
STATE HIGHWAY:		
State Highway Now Checking	211-000-001	6,798.67
		J,. J
L.D.F.A.:	0.47.000.004	7,000,00
LDFA Operating Now Checking	247-000-001	7,893.32
LDFA Operating CLASS Acct	247-000-007	1,061,396.27
D.D.A.:	- 1 A ANALYSIA A CONTROL A	- AIA ANNI AI I VOTE
DDA Now Checking	248-000-001	1,443.15
DDA Operating CLASS Acct	248-000-007	233,721.19
SEWER FUND:		
Sewer Receiving Now Checking	590-000-001	69,836.41
Sewer Bond & Interest Checking	590-000-001.300	10.00
Sewer General Purpose CD	590-000-003.100	16,360.48
Sewer Receiving CLASS Acct	590-000-007	120,704.44
Sewer Bond Reserve CLASS Acct	590-000-007.100	35,409.92
Sewer Plant Improv. CLASS Acct	590-000-007.200	822,657.87
Sewer Bond & Interest CLASS	590-000-007.300	16,622.29
WATER FUND:		
Water Receiving Now Checking	591-000-001	58,663.03
Water Receiving CLASS Acct	591-000-007	251,309.28
Water Plant Improvement CLASS Acct	591-000-007.100	177,306.96
Water Tower Maint CLASS Acct	591-000-007.300	51,435.59
Water Maint CLASS Acct	591-000-007.400	54,255.63
		- Add and an annual and a second
MOTOR VEHICLE POOL:	004 000 004	05 440 00
Motor Vehicle Pool Now Checking	661-000-001	35,146.83
Equip. Replace CLASS - Police Car	661-000-007.301	24,549.84
Equip. Replace CLASS - Fire Truck	661-000-007.336	97,330.93
Equip. Replace CLASS - Turn Out Gear	- ACT-CT	2,218.88
Equip. Replace CLASS - DPW Equip Equip. Replace CLASS - WWTP/Vactor	661-000-007.463	192,878.96 74,542.98
Equip. (Copiace OE) (CO - VVVV ) ( ) Vacion	37.000	, , , , , , , , ,
CURRENT TAX:	700 000 001	400 440 0
Current Tax Checking	703-000-001	100,449.66
Current Tax Savings Account	703-000-002	855,241.93
PAYROLL FUND CHECKING:	750-000-001	47,731.62
Lenore\Monthly\Interest and Cash Balances - MMYY.xls	GRAND TOTAL	6,266,522.47

### CITY OF JONESVILLE CASH BALANCES

	March-2017	BANK BALANCE
GENERAL FUND:	101000001	40 500 00
General Fund Now Checking	101-000-001	48,508.63
General Fund CLASS Acct	101-000-007	748,155.80
General Fund Cemetery CLASS Acct	101-000-007.100	87,851.96
General Fund Alloc of Assets CLASS	101-000-007.200	390,271.94
MAJOR STREETS:		
Major Streets Now Checking	202-000-001	49,175.9
Major Streets CLASS Acct	202-000-007	21,677.39
LOCAL STREETS:	AHARIMAAA NA AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	A Section 1 and 11 A Section 1
Local Streets Now Checking	203-000-001	4,557.94
Local Streets CLASS Acct	203-000-007	511,478.7
Local Streets Bond & Int CLASS	203-000-007.200	8,770.04
STATE HIGHWAY:		
State Highway Now Checking	211-000-001	4,636.48
L.D.F.A.:		10000000
LDFA Operating Now Checking	247-000-001	87,211.51
LDFA Operating CLASS Acct	247-000-007	1,062,236.54
D.D.A.:	A. Commission of the Commissio	
DDA Now Checking	248-000-001	109,205.39
DDA Operating CLASS Acct	248-000-007	233,906.27
SEWER FUND:		
Sewer Receiving Now Checking	590-000-001	94,973.09
Sewer Bond & Interest Checking	590-000-001.300	10.00
Sewer General Purpose CD	590-000-003.100	16,360.48
Sewer Receiving CLASS Acct	590-000-007	120,791.82
Sewer Bond Reserve CLASS Acct	590-000-007.100	35,435,56
Sewer Plant Improv. CLASS Acct	590-000-007.200	823,253.50
Sewer Bond & Interest CLASS	590-000-007.300	16,634.33
WATER FUND:		
Water Receiving Now Checking	591-000-001	71,551.56
Water Receiving CLASS Acct	591-000-007	251,508.25
Water Plant Improvement CLASS Acct	591-000-007.100	177,447.33
Water Tower Maint CLASS Acct	591-000-007.300	51,476.3
Water Maint CLASS Acct	591-000-007.400	54,298.58
MOTOR VEHICLE POOL:	L-MANNAGON A	
Motor Vehicle Pool Now Checking	661-000-001	16,849.56
Equip. Replace CLASS - Police Car	661-000-007.301	24,577.0
Equip. Replace CLASS - Fire Truck	661-000-007.336	97,438.6
Equip. Replace CLASS - Turn Out Gear		2,221.3
Equip. Replace CLASS - DPW Equip	661-000-007.463	72,959.6
Equip. Replace CLASS - WWTP/Vactor		74,625.4
CURRENT TAX:	~~~	
Current Tax Checking	703-000-001	1,273.1
Current Tax Savings Account	703-000-002	300,292.4
PAYROLL FUND CHECKING:	750-000-001	4,926.1
_encre\Monthly\interest and Cash Balances - MMYY.xls	GRAND TOTAL	5,676,548.8

265 E. Chicago Street, Jonesville, MI 49250

### SUNSET VIEW CEMETERY ACTIVITY REPORT MARCH 2017

			Intern	rments		Foundations	Burial Rights		
	Lot Sales*	Adult	Child	Infant	Cremation	Purchased	Transfers	Disinterments	
January	3	1	0	1	0	0	0	0	
February	0	1	0	0	1	0	0	0	
March	0	1	0	0	0	0	0	0	
2017 Totals	3	3	0	1	1	0	0	0	

<sup>\*</sup> Number shows total burial spaces sold; may have been sold in lots of 1, 2, or 4 spaces

### February/March Activity:

- Sexton contract
- Capital projects
- Farm lease

### April/May Focus:

- Farm lease bid
- Website/kiosk

### MIOSHA Training Institute





Discover. Connect. Advance.

## The MIOSHA Training Institute

takes pleasure in presenting this

## CERTIFICATE OF ATTENDANCE

4

### **Teresa Bensch**

for your active participation in

# **MIOSHA Recordkeeping and Cost of Injuries**

awarding .6 CEUs / 6 Contact Hours

March 1, 2017

Stacy Horner, PhD

Chris Johnson

MIOSHA - CET Division Instructor

Southwestern Michigan College - Dean, Advanced Technology & School of Business

This course approved for residential builders pre-licensure safety training requirements - LARA - Bureau of Commercial Services - Approval #367-BP343-6359.

### FEDERAL/STATE PROJECT REVIEW NOTICE

DATE:

April 5, 2017

TO:

Local Units of Government in Jackson and Hillsdale Counties

FROM:

Region 2 Planning Commission, Regional Clearinghouse

In accordance with the Michigan Federal Project Review System, notification of the following project (FPR 17-6) is provided for your review.

Community Action Agency's Head Start/Early Head Start program will provide comprehensive child and family services to 855 "at risk", low-income children in Jackson and Hillsdale counties. The Head Start/Early Head Start program is designed to enhance social and cognitive development of low income children and families through the provision of health, educational, nutritional, social and other services that are determined, based on a family needs assessments. These services are deisgned to assist families in the achievement of self-sufficiency.

You may wish to comment on the potential impact the project may have on your jurisdiction, or on the degree of the project's compatibility with adopted plans. Comments will be forwarded to the State Clearinghouse or appropriate Federal agency if received within 30 days of the date of this notice. Information on this application may be obtained from: Ms. Toby Berry, Executive Director, Community Action Agency, 1214 Greenwood Ave., Jackson, MI 49203, (517)784-4800.

cc: Steven Duke

Enclosure



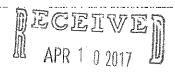
No con our can but his true not one and the first first

OMB Number: 4040-0004 Expiration Date: 8/31/2016

Application for	r Federal Assista	nce SF	-424			
* 1. Type of Submis	ssion:	* 2. Typ	e of Application:	* lf	Revision, select appropriate letter(s):	
Preapplication	n	☐ Ne	эw		,	
Application		X C	ontinuation	*0	ther (Specify):	
Changed/Con	rected Application	R	evision			
* 3. Date Received:		4. Appli	cant Identifier:			
		05СН1	10092			
5a. Federal Entity Id	dentifier:				5b. Federal Award Identifier:	
N/A	N/A				05CH10092	
State Use Only:						
6. Date Received by	y State:		7, State Application	lde	ntifier:	]
8. APPLICANT INF	FORMATION:					
* a. Legal Name:	COMMUNITY ACTION	AGEN	CY			
* b. Employer/Taxpa	ayer Identification Num	ber (ElN	I/TIN):	1	c. Organizational DUNS:	
381803599			120359559			
d. Address:	***************************************					
* Street1:	1214 Greenwood	l Ave				
Street2:						
* City:	Jackson					
County/Parish:	Jackson County	7	1			
* State:	MI: Michigan					] · ·
Province:						
* Country:	USA: UNITED ST	ATES		**********		
.* Zip / Postal Code:	49203-3037					
e. Organizational (	Unit:					
Department Name:	·			I	Division Name:	
HHS: Office of	f Head Start				HHS: Office of Head Start	
f. Name and conta	ct Information of pe	rson to	be contacted on ma	atte	ers involving this application:	
Prefix: Mx s	8.		* First Name	ə:	Toby	
Middle Name:						
* Last Name: Beo	rry				·	
Suffix: N/I	A					
Title: Executive	Director		*			
Organizational Affilia	itlon:	,				
Community Acti	on Agency		*			
* Telephone Number	r: (517) 784-480	0			Fax Number: (517) 784-5188	
* Email: tberry@	caajlh.org					

Application for Federal Assistance SF-424		
* 9. Type of Applicant 1: Select Applicant Type:		
Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)		
Type of Applicant 2: Select Applicant Type:		
Type of Applicant 3: Select Applicant Type:	<del></del> 1	
·		
* Other (specify):		
* 10. Name of Federal Agency:		
ACF-Head Start		
11. Catalog of Federal Domestic Assistance Number:		
93.600		
CFDA Title;	•	
Head Start		
	l	
*12. Funding Opportunity Number:		
eGrants-N/A		
* Title: [N/A	İ .	
N/A	•	
13. Competition Identification Number:		
Not Applicable		
Title:	_	
Not Applicable		
4 A A		
14. Areas Affected by Project (Cities, Countles, States, etc.):		
Jackson & Hillsdale Counties, MI		
*15. Descriptive Title of Applicant's Project:		
Head Start and Early Head Start		
		•
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Attach supporting documents as specified in agency instructions.		

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Application for Federal Assistance SF-424								
16. Congressional Districts Of:		·						
*a. Applicant MI-007	b. Program/Project	MI-007						
Attach an additional list of Program/Project Congressional Districts if needed.								
17. Proposed Project:								
* a. Start Date: 07/01/2017	* b. End Date:	06/30/2018						
18. Estimated Funding (\$):								
* a. Federal 8,549,337	·							
* b. Applicant 2,137,334		·						
* c. State 0								
* d. Local								
* e. Other 0		•						
*f. Program Income 0	•	•						
*g. TOTAL 10,686,671								
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?    X   a. This application was made available to the State under the Executive Order 12372 Process for review on   b. Program is subject to E.O. 12372 but has not been selected by the State for review.   c. Program is not covered by E.O. 12372.								
* 20. is the Applicant Delinquent On Any Federal Debt? (if "Yes," provide explanation in attachment.)								
☐ Yes          No								
If "Yes", provide explanation and attach								
	,							
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)  ** I AGREE  ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.								
Authorized Representative:								
Prefix: Mrs. * First Name: Jar	nis							
Middle Name:								
*Last Name: Montalvo	·							
Suffix: N/A								
*Title: Board Chair .								
* Telephone Number: (517) 784-4800 x265	Fax Number: (517) 784-	-5188						
*Email: phart@caajlh.org								
* Signature of Authorized Representative: * Date Signed: 3.30.17								
3.00.11								