



City of
Jonesville

265 E. Chicago Street, Jonesville, MI 49250

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

**CITY OF JONESVILLE
COUNCIL AGENDA
MAY 16, 2018 - 6:30 P.M.
CITY HALL**

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

2. APPROVAL OF AGENDA

3. PUBLIC COMMENTS / AUDIENCE PRESENTATIONS

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

4. PRESENTATIONS AND RECOGNITIONS

- A. David Slifka, Executive Director – Reading Emergency Unit

5. PUBLIC HEARING AND SUBSEQUENT COUNCIL ACTION

- A. Request from James V. Jacques to rezone the property located at 530 W. Chicago Street from MHP (Manufactured Home Park) to R-1 (Residential)
 - i. Public Hearing
 - ii. Action on Request

[ROLL CALL][Action Item]

6. REPORTS AND RECOMMENDATIONS

- A. Consider Engineering Agreement – Water System Improvement Project [Action Item]
- B. Schedule a Special Meeting: Fiscal Year 2018-2019 Budget [Action Item]
- C. Schedule Public Hearings: Fiscal Year 2018-19 Budget and Truth in Taxation [Action Item]
- D. Fiscal Year 2017 – 2018 Nine Month Budget Review [Informational Item]

7. COUNCIL MINUTES

- A. Consider minutes of the April 18, 2018 regular meeting [Action Item]

8. ACCOUNTS PAYABLE

- A. Accounts Payable for May 2018 totalling \$60,849.21 [Action Item]

9. DEPARTMENT REPORTS

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

10. ADJOURNMENT to Fiscal Year 2018-19 Budget Work Session




City of Jonesville

265 E. Chicago Street, Jonesville, MI 49250

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

www.jonesville.org
manager@jonesville.org

To: Jonesville City Council
From: Jeffrey M. Gray, City Manager 
Date: May 11, 2018
Re: Manager Report and Recommendations – May 16, 2018 Council Meeting

5. A. i. Public Hearing – Rezoning Request for 530 W. Chicago Street

This is the time reserved on the agenda to hear public comments on the request to rezone the property from MHP (Manufactured Home Park) to R-1 (Residential). The previous owner was the owner/operator of the adjacent Evergreen Estates community and used the subject property as part of the operation of the park. The property is no longer used for this purpose. The purchaser, Nick Thompson, intends to use it as a single family residence.

5. A. ii. Rezoning Request for 530 W. Chicago Street

Following a public hearing at their April 11th regular meeting, the Planning Commission acted to recommend that the City Council consider the following motion to approve the rezoning request:

The City Council approve the request to rezone the property located at 530 W. Chicago from MHP (Manufactured Home Park) to R-1 (Residential). The recommendation is made on the following basis:

1. The proposed zoning district is consistent with the Future Land Use Map in the Master Plan.
2. The proposed district is compatible with the historic use of the property, the existing buildings on the property, and the uses in the vicinity of the site.
3. The property is non-conforming to the current zoning district and is not of a sufficient size to be viable for use under the existing zoning district.

There have been no additional public comments received since the Planning Commission public hearing. *Please refer to the attached copy of the Planning Commission memorandum regarding the request and excerpt of draft minutes of the Planning Commission meeting.*

6. A. Consider Engineering Agreement – Water System Improvement Project [Action Item]

The City has received notice that USDA-RD has obligated funds for the water system improvements, including the upgrades to the Iron Removal Plant. Before the loan will close, there are several obligations that must be met, including the execution of an agreement for the design of the improvements and creation of plans. The attached agreement is a standard form used for USDA-RD projects. The various Exhibits are not attached due to the volume of pages, but can be made available for review. Fees for engineering services are not included in the current fiscal year budget, but there are sufficient funds in reserve for the project. These fees may be reimbursed from loan proceeds after close. I anticipate that Bob Wilcox with Fleis and Vandenbrink will be in attendance at the meeting to answer any questions. I recommend that Council consider a motion to authorize the City Manager to execute the agreement, pending review by the City Attorney. *Please refer to the attached Engineering Agreement.*

6. B. Schedule a Special Meeting: Fiscal Year 2018-19 Budget [Action Item]

I recommend that a Special Meeting be scheduled for Wednesday, May 30, 2018, 6:30 p.m. at City Hall, for the purpose of discussing the Fiscal Year 2017-18 budget. The General Fund, Sewer Fund, and Water

Fund will be included in the review. Department Heads will attend the meeting to discuss their proposed budgets and to answer questions. Other timely business will be scheduled at the meeting, if necessary. A motion is necessary to set the Special Meeting.

6. C. Schedule Public Hearings: Fiscal Year 2018-19 Budget and Truth in Taxation[Action Item]

I recommend that Council schedule public hearings regarding the proposed Fiscal Year budget for July 1, 2018 through June 30, 2019 and Truth in Taxation at the June 20, 2018 regular meeting at the Jonesville City Hall, 265 E. Chicago Street, Jonesville, MI. The property tax rate of 16.388 mills (unchanged) will be the subject of the hearings. The proposed budget will be available for public review at City Hall during regular business hours following the May 30th special meeting. A motion is necessary to take action.

6. D. Fiscal Year 2017-18 Nine Month Budget Review [Information Item]

The current fiscal year nine month budget comparison (July 1, 2017 through March 31, 2018) is attached for your review. Overall, revenues and expenditures to date are in line with budgeted figures. Finance Director Spahr will provide additional clarification as necessary regarding the line items that exceed seventy-five percent of budgeted expenses. *Please refer to the attached FY 2017-18 nine month budget comparison summary.*

10. Adjourn to Work Session – Fiscal Year Budget Work Session

The work session will focus on the Budget Committee discussions to date regarding the Capital Improvement Plan, as well as the Local Streets, Major Streets, State Highway, Motor Vehicle Pool, Debt Service, and other budgets as time permits.

Correspondence:

- Michigan Municipal League re: Dark Store Litigation
- Region 2 Planning Commission, re: request for comments
- Sauk Theatre

CITY OF JONESVILLE
NOTICE OF PUBLIC HEARING

The Jonesville City Council will hold a public hearing on Wednesday, May 16, 2018 at 6:30 p.m. at the City Hall, 265 E. Chicago Street, Jonesville, Michigan for the purpose of hearing comments on Rezoning property located at 530 W. Chicago Street, Jonesville MI from MHP (Manufactured Home Park) to R-1 (Residential).
Property ID #30-21-110-001-053.

A copy of the application materials can be viewed in the Jonesville City Hall during normal business hours, 8:00 a.m. to 4:30 p.m., Monday thru Friday.

Individuals with disabilities requiring auxiliary aids or services should contact the City of Jonesville by writing or calling the following:


City of Jonesville
Cynthia D. Means, Clerk
265 E. Chicago Street
Jonesville, MI 49250
517-849-2104



City of Jonesville

265 E. Chicago Street • Jonesville • MI 49250

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

To: Jonesville Planning Commission
From: Jeffrey M. Gray, City Manager 
Date: April 4, 2018
Re: Manager Report and Recommendations – April 11, 2018 Planning Commission Meeting

5. A. i. Public Hearing – Rezoning Request for 530 W. Chicago Street

This is the time reserved on the agenda to hear public comments on the request to rezone the property from MHP (Manufactured Home Park) to R-1 (Residential). The previous owner was the owner/operator of the adjacent Evergreen Estates community and used the subject property as part of the operation of the park. The property is no longer used for this purpose. The purchaser, Nick Thompson, intends to use it as a single family residence.

5. A. ii. Rezoning Request for 520 W. Chicago Street

The property is located on W. Chicago Street, immediately east of the Evergreen Estates Manufactured Housing Community. The property is just under 2.5 acres. It includes a single-family home, a pole barn, another small accessory building and an empty foundation. The foundation was previously used for showing model homes for Evergreen Estates. These improvements are shown on the enclosed property survey.

The property meets the minimum standards of the proposed R-1 residential district, including minimum lot area, lot width, building setbacks, and lot coverage. Although the lot was a conforming use as an accessory to the Evergreen Estates community, it does not conform as a stand-alone lot in the MHP district. The minimum lot size required in the district is 15 acres. Obviously, this is to assure that a lot would be large enough to permit the development of a viable community with enough area for residences, streets, etc. The subject property is not of sufficient size to permit this development.

The property is served with public water and sanitary sewer.

Master Plan

The property is designated for Medium Density Residential (MDR) use on the Future Land Use Map. A copy of the Map is attached for reference. The text below describes the intent of the MDR designation:

Medium Density Residential (MDR)

The purpose of the MDR classification is to create, or maintain, neighborhood areas within the Village.

Traditional neighborhoods are the model for this classification. Existing neighborhoods help make the Village a desirable place in which to live. One of the important roles of the joint master plan is to ensure that these areas continue to develop and redevelop in ways that ensure their survival and continued stability. To accomplish this, the following actions are suggested:

- General maintenance of infrastructure, including lighting, signs, sidewalks, and roads will assist in positively directing neighborhood development. The condition of sidewalks in particular, should be evaluated to identify deficiencies.
- Encouraging the preservation and use of natural or built buffers to protect single family residences from nonresidential uses will lessen the adverse effects of these uses, such as light and noise, and make adjacent areas more visually pleasing.

- Acknowledging that public and commercial facilities are a part of these neighborhoods, and building upon the strengths of this relationship, will increase the sense of neighborhood.
- Working with absentee property owners to improve safety, building maintenance and overall management will increase neighborhood pride and security.

The proposed R-1 zoning district would be considered a less intense district than proposed by the Master Plan. Chapter 6 of the Master Plan provides criteria for evaluating rezoning requests. A copy is attached to this report. In short, the Master Plan suggests that the Planning Commission consider the following:

1. Consistency with the Master Plan
2. Compatibility
3. Capability of being used as already zoned

As mentioned previously, the property is not sized or situated to be used under the current zoning district. The proposed rezoning would allow the existing buildings to be utilized for single family use, as they historically have and as is compatible with the uses in the area of the site. Finally, the proposed zoning district is less intense than that proposed by the Master Plan, but is consistent with the single family zoning that exists in the area of the site.

The Planning Commission's action on the request would be a recommendation to City Council. The Council has the final authority to approve or deny a request to amend the Zoning Map. Based on the analysis above, staff would recommend that the Planning Commission consider a motion to recommend that the City Council approve the request to rezone the property located at 530 W. Chicago from MHP (Manufactured Home Park) to R-1 (Residential). The recommendation is made on the following basis:

1. The proposed zoning district is consistent with the Future Land Use Map in the Master Plan.
2. The proposed district is compatible with the historic use of the property, the existing buildings on the property, and the uses in the vicinity of the site.
3. The property is non-conforming to the current zoning district and is not of a sufficient size to be viable for use under the existing zoning district.

The Planning Commission should state the basis for its recommendation in the motion. *Please refer to the enclosed application materials, affidavit of publication of the public hearing, Future Land Use Map, and Master Plan criteria for evaluating rezoning requests.*

6. A. Master Plan Update – Community Survey

[Action]

This item on the agenda is reserved for discussion of the posting of comments from the Community Survey on the website. As I previously mentioned via email, it has come to my attention that there are a couple of personal comments in the open-ended questions that are directed toward individuals that are not a part of the City organization.

Before those are posted for public review, I think that we should discuss those two comments. I want to be sure that we are intentional about the handling of those two, since they are directed at people outside of the scope of the survey. One is located on the bottom third of page D-30 and the other in the top quarter of page D-39.

Due to the length of the survey document, I have not attached the survey results to the packet. If you would like another copy of the entire survey results emailed or printed, please don't hesitate to contact the office and we will see that you receive one.



City of Jonesville
265 E. Chicago Street
Jonesville Michigan 49250
Phone: 517-849-2104 Fax: 517-849-9037

REZONING APPLICATION

Applicant Name: James V. Jacques	
Mailing Address: PO Box 10840	
City, State, Zip Code: Pentwater, Mi 49449	
Contact Person: Jim	
Phone Number: 517-320-1278	E-mail Address:
Interest in Property (Owner, Tenant, Option, Etc.):	

Property Owner(s) Name: James V. Jacques	
Mailing Address: PO Box 10840	
City, State, Zip Code: Pentwater, Mi 49449	
Phone Number: 517-320-1278	E-mail Address:

Property Address: 530 W. Chicago Street		
Parcel Tax ID Number(s): 30 21 110 001 053		
Parcel Size: 2.47 acres		
Current Zoning District(s): commercial / trailer park		
Vacant Parcel (Circle One):	YES	<input checked="" type="radio"/> NO
Please list the Zoning Classification you are seeking for the property: Residential		

Please state the basis for changing the current zoning and planned use of the property (applicants are encouraged to consider the criteria listed in "Evaluating Land Use Changes" in the current Master Plan):

* The subject property is being sold to a New buyer and in order to deliver the Subject Property as a Residential Property to Freddie Mac for a Residential conforming loan we need to have the property reflect the correct zoning classification of Residential vs. commercial.

The following items must be submitted with each application. Incomplete applications will not be processed.

1. Legal description of land to be rezoned.
2. Application fee in the amount of \$500 to the City of Jonesville
3. Site survey or plan (Include: dimensions of lot to scale, dimensions of existing and proposed structures to scale, parking facilities, existing and proposed utilities, setbacks, total square footage of lot.)

N/A Residential request to change from commercial

The person(s) signing this application represent that the information provided and the accompanying documentation is, to the best of his/her/their knowledge, true and accurate. In addition the undersigned represents that he/she/they are authorized and do hereby grant a right of entry to City officials for the purpose of gathering information related to this application, and to verify compliance with the requirements of the zoning district requested by the applicant and compliance with conditions precedent to the granting of the zoning district change requested.

Applicant Signature: *James V. Jacques* Date: 3-13-18

Owner Signature: *James V. Jacques* Date: 3-13-18

Information to the Owner/Applicant

Under Michigan Law, the Planning Commission is required to hold a public hearing before taking action on this request. By law, notice of the public hearing must be published in a paper of general circulation and mailed to all residents and property owners within 300 feet of the parcel(s) where rezoning is being requested. Furthermore, the City Council will hold at least one public hearing on the application, and publish a notice of such, before taking action once a recommendation has been received from the Planning Commission.

Office Use Only:

Legal Description Submission (Circle One):

<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> N/A
--------------------------------------	--------------------------	---------------------------

Site Plan Submission (Circle One):

<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> N/A
---------------------------	-------------------------------------	---------------------------

Mortgage Survey will be forwarded by CNA

Fee Submission is \$500.00

Receipt #: 94079

Date Received by the City of Jonesville: 3/13/18

Received By: *[Signature]*

CERTIFIED TO:
HILLSDALE COUNTY NATIONAL BANK
1 SOUTH HOWELL ST.
HILLSDALE, MI. 49242

MAP OF SURVEY

PARCEL INFO:

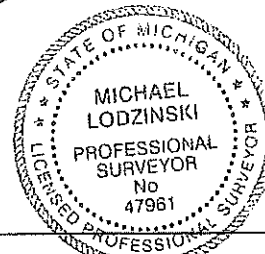
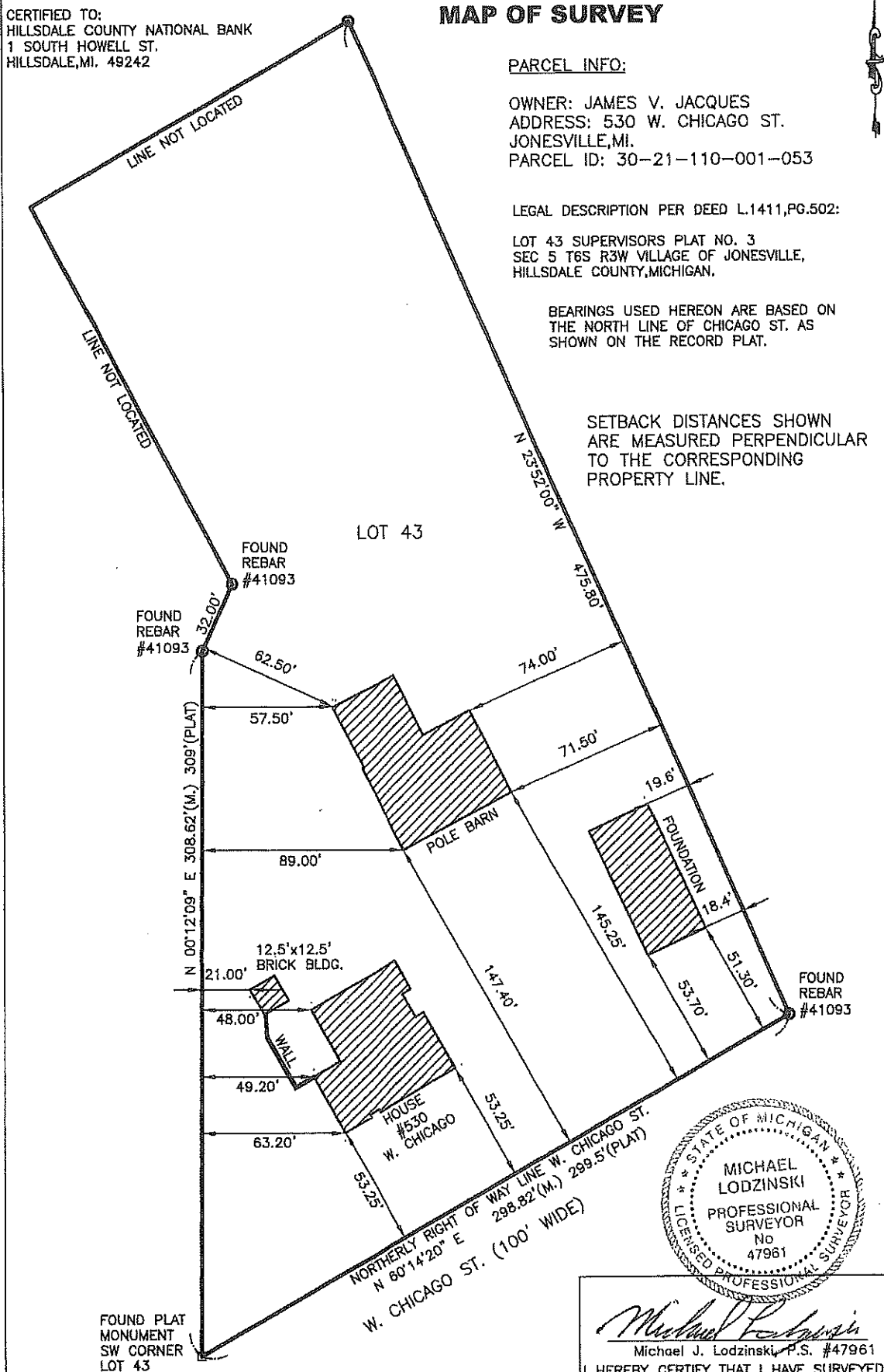
OWNER: JAMES V. JACQUES
ADDRESS: 530 W. CHICAGO ST.
JONESVILLE, MI.
PARCEL ID: 30-21-110-001-053

LEGAL DESCRIPTION PER DEED L.1411, PG.502:

LOT 43 SUPERVISORS PLAT NO. 3
SEC 5 T6S R3W VILLAGE OF JONESVILLE,
HILLSDALE COUNTY, MICHIGAN.

BEARINGS USED HEREON ARE BASED ON
THE NORTH LINE OF CHICAGO ST. AS
SHOWN ON THE RECORD PLAT.

SETBACK DISTANCES SHOWN
ARE MEASURED PERPENDICULAR
TO THE CORRESPONDING
PROPERTY LINE.



Michael J. Lodzinski
Michael J. Lodzinski, P.S. #47961

I HEREBY CERTIFY THAT I HAVE SURVEYED
THE PARCEL OF LAND AS ABOVE SHOWN
OR DESCRIBED DURING MARCH 2018 AND
THAT THE RATIO OF CLOSURE ON THE
UNADJUSTED FIELD OBSERVATIONS WAS
1:5,000 OR BETTER. NO TITLE REPORT
WAS FURNISHED TO THE SURVEYOR.


Job No.: 18s01123
Drawn by: MJL
Checked by: MJL
Date: 03/20/18
Scale: 1" = 50'
Page: 1 of 1

LODZINSKI & ASSOCIATES, LLC

P.O. BOX 129
SOMERSET CENTER, MI 49282
Phone: (517) 320-1087

E-Mail: Lodzinski@comcast.net

File No.: FA-43774

 First American Title™	ISSUED BY First American Title Insurance Company
Schedule C	FA-43774

The land is described as follows:

City of Jonesville, Hillsdale County, Michigan

Lot 43 of Supervisor's Plat No. 3 of Jonesville, according to the Plat thereof as recorded in Liber 4 of Plats, Page 22.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



City of Jonesville, Hillsdale County, Michigan

Lot 43 of Supervisor's Plat No. 3 of Jonesville, according to the Plat thereof as recorded in Liber 4 of Plats, Page 22.

AFFIDAVIT OF PUBLICATION

CITY OF JONESVILLE

265 East Chicago Street
Jonesville, MI 49250
517-849-2104

STATE OF MICHIGAN]
] SS
COUNTY OF HILLSDALE]

Cynthia D. Means, being first duly sworn, says that she is the Clerk for the City of Jonesville, a governmental agency in Hillsdale County, Michigan.

I hereby certify that the attached was advertised in a newspaper of our choice for the following dates, to wit:

Saturday, March 24, 2018 – Hillsdale Daily News

Public Notice – Notice of Public Hearing
ZBA – Variance – 530 W. Chicago Street

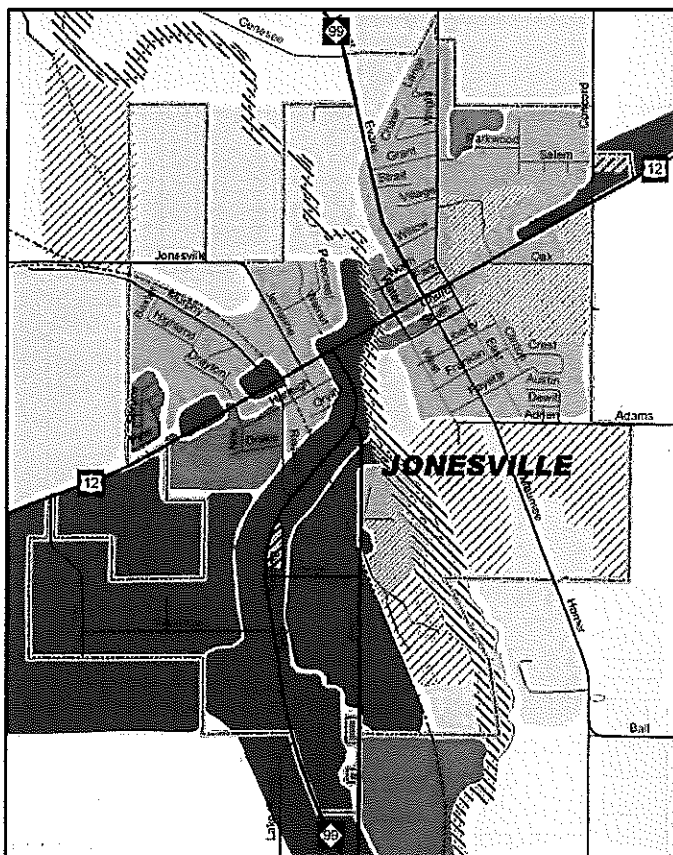
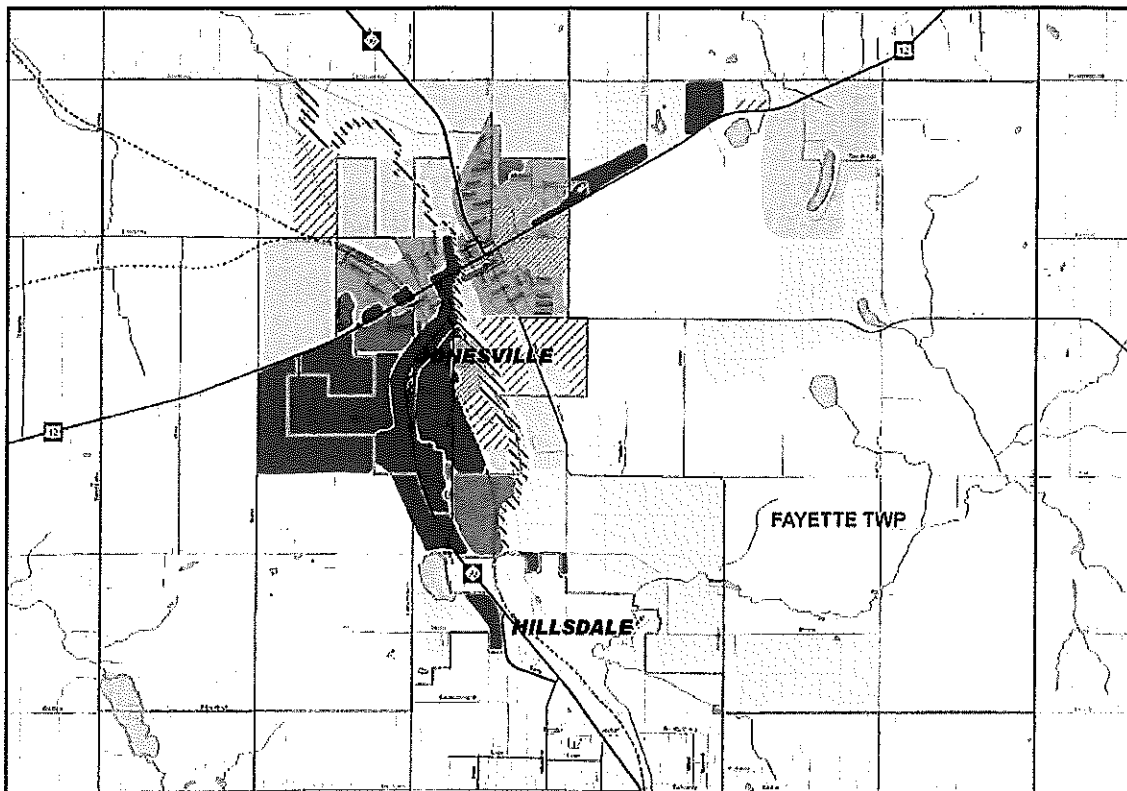

Cynthia D. Means, City Clerk

Subscribed and sworn to before me this 28th day of March, 2018


Notary Public for Hillsdale County, Michigan

My commission expires LENORE M. SPAHR
NOTARY PUBLIC – STATE OF MICHIGAN
County of Hillsdale
My Commission Expires 01/24/2024
Acting in the County of _____

Legals
PUBLIC NOTICE CITY OF JONESVILLE NOTICE OF PUBLIC HEARING
The Planning Commission will meet at 7:00 p.m., Wednesday, April 11, 2018, at the Jonesville City Hall, 265 E Chicago Street, Jonesville, MI 49250.
The board will meet to consider the following request: To rezone the property located at 530 W Chicago Street, Jonesville, MI from MHP (Manufactured Home Park) to R-1 (Residential). Property ID #30-21-110-001-053
Attendance at the Planning Commission meeting is welcomed, but not required. Written comments may be submitted to the Jonesville City Hall, prior to the hearing.
A copy of the application materials can be viewed in the Jonesville City Hall during normal business hours, 8:00 a.m. – 4:30 p.m., Monday through Friday.
Individuals with disabilities requiring auxiliary aids or services should contact the City of Jonesville by writing or calling the following:
City of Jonesville 265 E Chicago Street Jonesville, MI 49250



LEGEND

 MUNICIPAL LIMITS

 PARCELS

RURAL CLASSIFICATIONS

 AGRICULTURE

 RURAL RESIDENTIAL

URBAN CLASSIFICATIONS

 LOW DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

 HIGH DENSITY RESIDENTIAL

 CENTRAL BUSINESS DISTRICT

 HIGHWAY COMMERCIAL

 LIGHT INDUSTRIAL

OVERLAY CLASSIFICATIONS

 PUBLIC/QUASI-PUBLIC

 CONSERVATION CORRIDOR

VILLAGE OF JONESVILLE
AND FAYETTE TOWNSHIP

FUTURE LAND USE



Evaluating Land Use Changes

Changing the land use or zoning designation on any property can have far reaching physical, environmental, financial, and legal consequences. Therefore, a careful evaluation of proposed rezonings is essential. As with any land use decision, the use of standards is essential to reaching fair and consistent decisions. The following evaluation measures are included in the joint master plan to permit their use by the planning commissions and legislative bodies of the village and township when rezoning or land use changes are contemplated.

1. Consistency with joint master plan

If conditions upon which the joint master plan was developed have changed significantly since the document was adopted (e.g., economic factors, demographic shifts, new utility lines, changing traffic conditions, or other reasons), the planning commissions and legislative bodies should consider these events as part of their deliberation. Particular attention should be paid to the adopted goals, objectives, and policies to ensure that they remain valid, and that the proposed rezoning or land use change does not impair their intent.

2. Compatibility

All of the uses allowed in the proposed district should be compatible with the conditions present on the site and in the immediate vicinity of the site especially in terms of density, character, traffic, aesthetics, and property values. The joint master plan provides several guidelines, as noted above, which should be considered when determining whether or not the proposed district is compatible with the neighborhood and the area as a whole.

3. Capability of being used as already zoned

It is the right of every property owner to receive a reasonable return on the investment placed on property. This does not mean that zoning is a slave to the "highest and best use," which is not a zoning, but a real estate term. It does mean that there should be a reasonable use available within the zone district. However, if the property is capable of being used as zoned, there will need to be a compelling reason to change. These reasons may be related to the first two standards of consistency and compatibility.

Site plans will generally not be considered as part of a rezoning request. The planning commissions and/or legislative bodies will not be swayed by what is proposed by the petitioner. Instead, the village and township will specifically note that all of the uses permitted in the proposed district may be placed on the site — not just the one shown on a site plan.

**CITY OF JONESVILLE
PLANNING COMMISSION
Excerpt of DRAFT Minutes of April 11, 2018**

A City of Jonesville Planning Commission meeting was held on Wednesday, April 11, 2018 at the Jonesville City Hall. Chair Mike Venturini called the meeting to order at 7:00 p.m.

Present: Mike Venturini, Jerry Drake, Jim Ackerson, Charles Crouch, Annette Sands, and Lance Taylor.

Absent: Christine Bowman.

Also present: Manager Jeff Gray and DPW Superintendent Mike Kyser.

Chair Mike Venturini opened the public hearing on the request to rezone the property located at 530 W. Chicago Street from MHP (Manufactured Home Park) to R-1 (Residential) at 7:02 p.m. Manager Gray provided a brief summary of the rezoning request, as noted in the memorandum dated April 4, 2018. There being no public present, Chair Venturini closed the public hearing at 7:07 p.m.

There was brief discussion of the rezoning request, prior use of the property and zoning on the properties in the vicinity of the site.

Motion by Jerry Drake, second by Charles Crouch to recommend that City Council approve the request to rezone the property located at 530 W. Chicago from MHP (Manufactured Home Park) to R-1 (Residential). The recommendation is made on the following basis:

1. The proposed zoning district is consistent with the Future Land Use Map in the Master Plan.
2. The proposed district is compatible with the historic use of the property, the existing buildings on the property, and the uses in the vicinity of the site.
3. The property is non-conforming to the current zoning district and is not of a sufficient size to be viable for use under the existing zoning district.

All in favor. Motion carried. Manager Gray noted that the Planning Commission recommendation would be received by Council at their regular meeting in April and a public hearing will be held at the regular meeting in May.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between
The City of Jonesville, 265 East Chicago Street Jonesville, Michigan 49250 ("Owner") and
Fleis and VandenBrink Engineering, Inc. 2960 Lucerne Dr. SE Grand Rapids , Michigan 49546 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Water System Improvements Project

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Design, Bidding, Construction
Engineering and Additional Services**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

- B. **Opinions of Total Project Costs** and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of Owner's performance of its duties and obligations required under this Agreement.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party

and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. *Agency* – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.

- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. (NOT USED)
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. (NOT USED)
- J. Exhibit J, Special Provisions. (NOT USED)
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. RUS Bulletin 1780-26 Exhibit C, RUS Certification Page

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 **Federal Requirements**

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 (2014) hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Byrd anti-lobbying amendment (31 U.S.C. 1352)" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Jonesville**

Engineer: **Fleis & VandenBrink Engineering, Inc.**

By: _____
Print name: **Jeffrey M. Gray**
Title: **City Manager**
Date Signed: _____

By: _____
Print name: **Craig L. Shumaker, P.E.**
Title: **Vice President**
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

[]

State of: **Michigan**

Address for Owner's receipt of notices:
265 East Chicago Street
Jonesville , Michigan 49250

Address for Engineer's receipt of notices:
2960 Lucerne Dr. SE
Grand Rapids, Michigan 49546

Designated Representative (Paragraph 8.03.A):

Jeffrey M. Gray

Title: **City Manager**

Phone Number: **517-849-2104**

E-Mail Address: **JGray@jonesville.org**

Designated Representative (Paragraph 8.03.A):

Craig L. Shumaker, P.E.

Title: **Vice President**

Phone Number: **616-977-1000**

E-Mail Address: **cshumaker@fveng.com**

RUS CERTIFICATION PAGE

PROJECT NAME: City of Jonesville Water System Improvements Project

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$ <u>295,100</u>
Resident Project Observation	\$ <u>113,300</u>
Additional Services	\$ <u>59,600</u>
TOTAL:	\$ <u>468,000</u>

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer	Date
Craig L. Shumaker, P.E. - Vice President	
Name and Title	

Owner	Date
Jeffrey M. Gray - City Manager	
Name and Title	

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative	Date
B.J. Haire - Area Specialist	
Name and Title	

CITY OF JONESVILLE
REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 03/31/2018

DESCRIPTION	YTD BALANCE 03/31/2018 NORMAL (ABNORMAL)	2017-18 AMENDED BUDGET	% BDGT USED	COMMENTS
Fund 101 - GENERAL FUND				
TOTAL Revenues	1,078,092.50	1,175,630.52	91.70%	Property taxes
Expenditures				
101-CITY COUNCIL	11,326.92	25,100.00	45.13%	
172-CITY MANAGER	77,082.74	103,319.00	74.61%	
191-ELECTIONS	48.71	100.00	48.71%	
218-GENERAL OFFICE	143,445.06	197,120.00	72.77%	
247-BOARD OF REVIEW	899.70	1,500.00	59.98%	
253-TREASURER	4,984.24	5,000.00	99.68%	Tax bills/tax roll maintenance
257-ASSESSOR	16,998.48	22,100.00	76.92%	
258-DATA PROCESSING/COMPUTER DE	4,150.89	11,025.00	37.65%	
265-CITY HALL	12,167.29	16,147.00	75.35%	Annual Prop/Liability Insur.
276-CEMETERY	49,844.73	64,328.00	77.49%	Payment to Fayette Twp.
285-FREEDOM MEMORIAL	1,109.78	2,400.00	46.24%	
301-POLICE DEPARTMENT	213,750.13	324,897.20	65.79%	
336-FIRE DEPARTMENT	61,513.55	138,757.04	44.33%	
410-PLANNING & ZONING COMMISSIOI	5,104.60	21,101.00	24.19%	
441-RADIO TOWER PROPERTY	211.82	-		To be reclassified
442-PARKING LOTS	12,006.48	62,515.00	19.21%	
443-SIDEWALKS	373.21	11,380.00	3.28%	
444-DEPT. OF PUBLIC WORKS	17,239.61	18,220.00	94.62%	Employee search/physicals
448-STREET LIGHTING	24,764.25	32,000.00	77.39%	
526-SANITARY LAND FILL	0.00	5,799.00	0.00%	
751-RECREATION DEPARTMENT	8,840.12	45,615.00	19.38%	
770-PARKS	10,760.26	14,325.00	75.12%	
780-RAIL/TRAIL	7,367.46	9,875.00	74.61%	Sidewalk to/from Police Dept
858-FRINGE BENEFITS	21,837.15	34,250.00	63.76%	
865-INSURANCE	14,050.03	11,000.00	127.73%	Annual Prop/Liability Insur.
895-PROMOTIONS	49.76	0.00		
897-OTHER ACTIVITIES	0.00	0.00		
TOTAL Expenditures	719,926.97	1,177,873.24	61.12%	
NET OF REVENUES & EXPENDITURES	358,165.53	(2,242.72)		

CITY OF JONESVILLE
REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 03/31/2018

DESCRIPTION	YTD BALANCE 03/31/2018 NORMAL (ABNORMAL)	2017-18 AMENDED BUDGET	% BDGT USED	COMMENTS
Fund 202 - MAJOR STREETS FUND				
TOTAL Revenues	145,082.91	384,412.00	37.74%	
Expenditures				
451-STREET CONSTRUCTION	2,009.03	237,600.00	0.85%	
465-ROUTINE MAINTENANCE	64,390.45	104,767.00	61.46%	Chip/fog seal/crack filling
474-TRAFFIC CONTROL	1,688.58	10,950.00	15.42%	
478-WINTER MAINTENANCE	19,325.16	21,865.00	88.38%	Should be complete
900-ADMINISTRATION	40,964.25	45,799.00	89.44%	Bond principal payment
TOTAL Expenditures	128,377.47	420,981.00	30.49%	
NET OF REVENUES & EXPENDITURES	16,705.44	(36,569.00)	-45.68%	
Fund 203 - LOCAL STREETS FUND				
TOTAL Revenues	301,541.27	266,162.48	113.29%	Property taxes
Expenditures				
451-STREET CONSTRUCTION	0.00	0.00		
465-ROUTINE MAINTENANCE	81,662.56	124,320.00	65.69%	Chip/fog seal/crack filling
474-TRAFFIC CONTROL	1,226.37	8,064.00	15.21%	
478-WINTER MAINTENANCE	17,672.94	17,030.00	103.78%	Should be complete
900-ADMINISTRATION	56,801.65	129,899.00	43.73%	
TOTAL Expenditures	157,363.52	279,313.00	56.34%	
NET OF REVENUES & EXPENDITURES	144,177.75	(13,150.52)	1096.37%	
Fund 211 - STATE HIGHWAY FUND				
TOTAL Revenues	24,343.38	25,851.00	94.17%	
Expenditures				
465-ROUTINE MAINTENANCE	7,190.11	11,650.00	61.72%	
474-TRAFFIC CONTROL	1,136.72	1,050.00	108.26%	Traffic signal project Miss Digs
478-WINTER MAINTENANCE	12,189.00	10,650.00	114.45%	Should be complete
900-ADMINISTRATION	2,457.58	2,500.00	98.30%	Overhead to Gen Fund
TOTAL Expenditures	22,973.41	25,850.00	88.87%	
NET OF REVENUES & EXPENDITURES	1,369.97	1.00		

CITY OF JONESVILLE
REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 03/31/2018

DESCRIPTION	YTD BALANCE 03/31/2018 NORMAL (ABNORMAL)	2017-18 AMENDED BUDGET	% BDGT USED	COMMENTS
Fund 247 - LOCAL DEVELOPMENT FINANCE AUTHORITY				
TOTAL Revenues	224,055.59	305,981.12	73.23%	
Expenditures				
729-DEVELOPMENT ACTIVITIES	48,422.58	305,487.00	15.85%	
TOTAL Expenditures	48,422.58	305,487.00	15.85%	
NET OF REVENUES & EXPENDITURES	175,633.01	494.12		
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY				
TOTAL Revenues	18,438.51	120,177.52	15.34%	
Expenditures				
442-PARKING LOTS	1,029.07	63,815.00	1.61%	
443-SIDEWALKS	946.39	6,121.00	15.46%	
729-DEVELOPMENT ACTIVITIES	19,416.81	31,170.00	62.29%	
733-DOWNTOWN/STREETSCAPE	14,259.37	25,795.00	55.28%	
895-PROMOTIONS	9,974.12	10,265.00	97.17%	Christmas lighting/decorations
897-OTHER ACTIVITIES	6,520.00	58,440.00	11.16%	
TOTAL Expenditures	52,145.76	195,606.00	26.66%	
NET OF REVENUES & EXPENDITURES	(33,707.25)	(75,428.48)	44.69%	
Fund 301 - GENERAL DEBT SERVICE FUND				
TOTAL Revenues	47,045.00	158,935.00	29.60%	
Expenditures				
906-MAJOR STREET BOND	32,602.50	34,650.00	94.09%	Bond principal payment
907-D.D.A. BOND	6,520.00	58,440.00	11.16%	
908-LOCAL STREET BOND	7,922.50	65,845.00	12.03%	
TOTAL Expenditures	47,045.00	158,935.00	29.60%	
NET OF REVENUES & EXPENDITURES	-	-		

CITY OF JONESVILLE
REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 03/31/2018

DESCRIPTION	YTD BALANCE 03/31/2018 NORMAL (ABNORMAL)	2017-18 AMENDED BUDGET	% BDGT USED	COMMENTS
Fund 590 - SEWER SYSTEM FUND				
TOTAL Revenues	673,686.45	847,567.71	79.48%	
Expenditures				
527-SEWAGE DISPOSAL	511,869.34	1,068,201.26	47.92%	
TOTAL Expenditures	511,869.34	1,068,201.26	47.92%	
NET OF REVENUES & EXPENDITURES	161,817.11	(220,633.55)	-73.34%	
Fund 591 - WATER SUPPLY SYSTEM FUND				
TOTAL Revenues	245,615.21	333,686.17	73.61%	
Expenditures				
536-IRON REMOVAL PLANT	109,574.71	292,324.00	37.48%	
537-WATER DISTRIBUTION SYSTEM	47,741.61	94,920.00	50.30%	
TOTAL Expenditures	157,316.32	387,244.00	40.62%	
NET OF REVENUES & EXPENDITURES	88,298.89	(53,557.83)	164.87%	
Fund 661 - MOTOR VEHICLE POOL FUND				
TOTAL Revenues	97,418.74	134,500.00	72.43%	
Expenditures				
270-DPW BUILDING AND GROUNDS	19,943.03	22,489.00	88.68%	Salt bldg/MML insur pmt
896-MOTOR VEHICLE POOL	70,426.44	127,930.00	55.05%	Boom truck refurbishment
TOTAL Expenditures	90,369.47	150,419.00	60.08%	
NET OF REVENUES & EXPENDITURES	7,049.27	(15,919.00)	-44.28%	
Fund 703 - CURRENT TAX FUND				
TOTAL Revenues	240.64	-		Savings Interest
TOTAL Expenditures	-	-		
NET OF REVENUES & EXPENDITURES	240.64	-		
TOTAL REVENUES - ALL FUNDS	2,855,560.20	3,752,903.52	76.09%	
TOTAL EXPENDITURES - ALL FUNDS	1,935,809.84	4,169,909.50	46.42%	
NET OF REVENUES & EXPENDITURES	919,750.36	(417,005.98)	220.56%	

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

**JONESVILLE CITY COUNCIL
Minutes of April 18, 2018**

A meeting of the Jonesville City Council was held on Wednesday, April 18, 2018 at the Jonesville City Hall. Mayor Gerry Arno called the meeting to order at 6:30 p.m. Council members present were: Tim Bowman, Jerry Drake, Brenda Guyse, Delesha Padula, Andy Penrose and David Steel.

Also present: Manager Gray, Treasurer Spahr, WWTP Supt. Mahoney, DPW Supt. Kyser, Police Sgt. Etter, Fire Chief Adair, Bob DeOrsey (Municipal Services Manager/Republic Services), Austin Creger, Caleb Hoover, Freeman Do, Grant Baker, Dustin Gutowski, Jacob Maynard, Matt Molinaro, Doug Thacker, Jason Vanous, and Lorna Vanous

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

The Oath of Office was administered by Clerk Means to Councilwoman Delesha Padula.

The agenda was approved as presented with one addition: 7.D. - Authorize Agreement – Small Urban Construction Engineering.

Mayor Arno presented a proclamation to the Jonesville Boys Bowling Team recognizing their accomplishment in winning the Michigan High School Athletic Association (MHSAA) Division III State Championship. Representatives of the team present were Grant Baker, Austin Creger, Freeman Do, Dustin Gutowski, Caleb Hoover and Jacob Maynard, along with Coach Matt Molinaro. Mayor Arno also offered congratulations to Coach Matt Molinaro for receiving the honor of MHSAA Division III Coach of the Year Award.

Bob DeOrsey, Municipal Services Manager for Republic Services, gave a brief presentation of the services their company currently provides. The City's five-year contract for residential services is due to be negotiated in the next several months.

A motion was made by Andy Penrose and supported by Brenda Guyse to approve the Fire Department Slate of Officers. Officers elected were: Dean Adair, Chief; Jeff Colotti, Assistant Chief; Rick Riggs, Captain/Treasurer; and Tom McNair, Lieutenant/Secretary. Officers will serve a four-year term and will be effective upon appointment by Council. All in favor. Motion carried.

A motion was made by David Steel and supported by Jerry Drake to waive Garage Sale Permit requirements for Thursday, May 17, 2018 through Sunday, May 20, 2018 during Riverfest weekend. All in favor. Motion carried.

Jerry Drake made a motion to receive the application to rezone property located at 530 W. Chicago Street from MHP (Manufactured Home Park) to R-1 (Residential) and to set a public hearing for Wednesday, May 16, 2018 at 6:30 p.m. at the Jonesville City Hall. Andy Penrose supported the motion. All in favor. Motion carried.

A motion was made by Jerry Drake and supported by Brenda Guyse to approve the agreement with the Hillsdale County Road Commission for construction engineering for Milling and Resurfacing of Jonesville Road, Jermaine Street and Adrian Street. All in favor. Motion carried.

David Steel made a motion and supported by Brenda Guyse to approve the Council Minutes of March 21, 2018. All in favor. Motion carried.

A motion was made by Jerry Drake and supported by Tim Bowman to approve the minutes of the Special Council meeting on April 4, 2018 with two (2) noted corrections (motion made by David Steel changed to Andy Penrose and add Jerry Drake to Roll Call Vote). All in favor. Motion carried.

Brenda Guyse made a motion and supported by Jerry Drake to approve the Accounts Payable for April 2018 in the amount of \$57,604.47. All in favor. Motion carried.

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

Mayor Arno adjourned the meeting at 7:33 p.m.

Submitted by,

Cynthia D. Means
Clerk

Gerry E. Arno
Clerk

Vendor	Description	Amount
A & J COFFEE SERVICE	CITY HALL OPERATING SUPPLIES	43.60
ANYTIME FIRE PROTECTION	JPD - FIRE EXTINGUISHER BRACKETS	119.40
AT&T	LOCAL/LONG DISTANCE	1,652.99
BAKER, ALGER	REC REFUND/ALANA CORNISH	20.00
BECKER & SCRIVENS, INC.	DDA - SIDEWALK REPAIRS	1,154.50
BIOLOGICAL RESEARCH SOLUTION	WATER - TESTING	100.00
BPM PROPERTIES LLC	UB refund for account: 000501-18	19.20
BRAMAN ROOFING COMPANY	WWTP - LAB ROOF	9,635.00
BRINER OIL CO., INC.	JFD - GASOLINE	34.73
	MVP - BULK TANK	217.14
	JFD - GASOLINE	136.89
		388.76
BROOKS, JAMIE	CITY HALL CLEANING SERVICE	100.00
	JPD CLEANING SERVICE	100.00
		200.00
BSN SPORTS, INC	REC - SUPPLIES	379.98
BUTTERS EXCAVATING & LAWN CA	CEMETERY MAINT/SEXTON SERVICES	2,341.67
CHALLENGER TECHNOLOGIES, LLC	JFD - INSTALL INTERNET ANTENNAS	1,219.21
CITY OF JONESVILLE	REC REFUND/MIKAYA & KALEX THOMPSON	70.00
CLARK ELECTRIC, INC.	WWTP - GARAGE FAN REPAIR	574.55
COMMUNITY HEALTH AGENCY	REC - CONCESSION STAND LICENSE	75.00
CONSUMERS ENERGY	500 IND PKWY SPRINKLER METER ELECTRICITY	26.69
	WWTP ELECTRICITY	4,561.28
		4,587.97
CURRENT OFFICE SOLUTIONS	OFFICE SUPPLIES	30.66
	OFFICE SUPPLIES	(1.75)
	OFFICE SUPPLIES	22.19
	COPIER MAINTENANCE	115.35
	OFFICE SUPPLIES	5.29
		171.74
DANIEL JERMAN CO, INC.	LAWN METERS	1,005.40
DEPENDABLE FIRE APP, LLC	JFD - TRUCK 535/VALVE REPAIR	859.42
ELHORN ENGINEERING COMPANY	WATER - SUPPLIES	1,100.00
FERGUSON WATERWORKS	WATER - NEW METER SUPPLIES	333.73
FISHER SCIENTIFIC	WWTP - OPERATING SUPPLIES	593.64
FLEIS & VANDENBRINK ENG, INC	USDA FUNDING APPLICATION	3,379.34
FOWLER, DAVID ANTHONY	REC REFUND/DAVID ANTHONY FOWLER JR.	50.00
GALLS	JPD - SUPPLIES	69.99
	JPD - SUPPLIES	33.99
		103.98
GERKEN MATERIALS	PARKS - BALL FIELD MAINTENANCE	133.20
HILLSDALE DOOR & OPERATOR, L	JPD - DOOR REPAIR	90.00
HOWELLS MECHANICAL SERVICE I	MVP - FURNACE REPAIR	160.00
HUGHES, ED	WASTEWATER PREP CLASS	94.91
	D-4 WATER EXAM	80.66
		175.57
HYDROCORP, INC	WATER CROSS CONNECTION PROGRAM	520.00
ICMA MEMBERSHIP RENEWALS	GRAY - MEMBERSHIP RENEWAL	600.00
JONESVILLE COMMUNITY SCHOOLS	COPY PAPER	81.57
JONESVILLE DEVELOPMENT COMPA	UB refund for account: 006400-02	100.65
JONESVILLE HARDWARE	SUPPLIES/REPAIRS	216.66
JONESVILLE LIONS CLUB	DDA - FIDDLER'S CONVENTION SPONSORSHIP	50.00
JONESVILLE LUMBER	SUPPLIES/REPAIRS	134.89
JONESVILLE, CITY OF	DPW WATER/SEWER	44.66
	WWTP WATER/SEWER	192.27
	CITY HALL WATER/SEWER	44.66
	WRIGHT ST PARK WATER/SEWER	34.40
	JFD WATER/SEWER	53.07
	JPD WATER/SEWER	44.66
		413.72
KEN STILLWELL FORD-MERCURY,	JPD - 14 FORD REPAIRS	2,268.57
KIBERT, JESSICA	REC REFUND/CAIDEN KIBERT	20.00

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
KING JASON	UB refund for account: 000102-03	40.34
MCGOWAN ELECTRIC SUPPLY, INC	DDA - LIGHT REPAIRS	106.88
	CEMETERY - LED LIGHT BULBS	499.27
	606.15	
MICHIGAN GAS UTILITIES	JFD GAS/HEAT SERVICE	300.79
	JPD GAS/HEAT SERVICE	108.58
	DPW GAS/HEAT SERVICE	194.11
	IRON REMOVAL PLANT GAS/HEAT SERVICE	133.36
	CITY HALL GAS/HEAT SERVICE	121.58
	WWTP - GAS/HEAT SERVICE	1,417.39
	GAS LIGHT SERVICE	57.73
	2,333.54	
MICHIGAN LAWN & LANDSCAPE	MOWING SERVICES	788.67
MML WORKERS COMPENSATION FUN	WORK COMP QUARTERLY BILLING	4,681.00
MUNICIPAL SUPPLY CO.	WATER - SUPPLIES	96.00
NORTH EAST FABRICATION CO, I	WRIGHT ST PARK - PAVILION DOORS	355.00
OLIVIA'S CHOP HOUSE	CITIZENSHIP AWARD RECEPTION	400.00
PAGE, CRYSTAL	REC REFUND/MAYA PAGE	35.00
PERFORMANCE AUTOMOTIVE	SUPPLIES/REPAIRS	80.86
PONTEM SOFTWARE	CEMETERY SOFTWARE ANNUAL MAINTENANCE	585.00
POSTMASTER	POSTAGE - WATER QUALITY REPORTS	370.06
	POSTAGE - WATER/SEWER BILLS	229.04
	599.10	
REGION 2 PLANNING COMMISSION	MASTER PLAN	5,344.99
SCHARER, HEATHER	REC REFUND/DAMION SCHARER	40.00
SHERWIN-WILLIAMS	JFD - BUILDING MAINTENANCE	234.15
	JFD - BUILDING MAINTENANCE	(13.25)
	220.90	
SPAHR, LENORE	MILEAGE - BASICS OF ASSESSING	96.79
	MILEAGE - MMTA ADVANCED INSTITUTE	194.02
	290.81	
STOCKHOUSE CORPORATION	PRINTING - WATER QUALITY REPORT	238.00
	A/P CHECKS PRINTED	134.99
	372.99	
SUPERFLEET MASTERCARD PROGRA	GASOLINE	931.66
TYDAN DEVP CO LLC	UB refund for account: 000930-02	11.53
UNIFIRST CORPORATION	WWTP - UNIFORMS	32.44
	MVP - SHOP RAGS	27.47
	CITY HALL/JPD - FLOOR MATS	48.75
	WWTP - UNIFORMS	77.20
	MVP - SHOP RAGS	27.47
	WWTP - UNIFORMS	32.44
	UNIFORM RENTAL	32.44
	278.21	
USA BLUEBOOK	WWTP - OPERATING SUPPLIES	47.95
	WWTP/IRP - OPERATING SUPPLIES	252.30
	IRON REMOVAL PLANT SUPPLIES	62.31
	362.56	
UTILITY SERVICE CO, INC	WATER TOWER MAINT CONTRACT	6,694.75
VERIZON WIRELESS	JPD/WWTP/DPW-CELL PHONES/JPD IN-CAR MODEMS	206.62
	DPW CELL PHONE	25.00
	231.62	
WALDRON SUMMER BALL	COUNTY SOFTBALL LEAGUE/2 TEAMS	120.00
WOLVERINE WATER WORKS	WWTP/IRP - REPAIRS	62.65
WORKHEALTH	JFD - EMPLOYMENT PHYSICAL	141.97
	Total:	60,849.21

YEAR SUMMARY 2018

Month	CITY	SCIPIO	FAYETTE	MUTUAL AID	TRAINING/MEETINGS
JANUARY	6	0	5	6	3
FEBRUARY	2	1	1	3	4
MARCH	3	5	4	3	3
QUARTER TOTAL	11	6	10	12	10
APRIL	11	2	2	6	4
MAY					
JUNE					
QUARTER TOTAL					
JULY					
AUGUST					
SEPTEMBER					
QUARTER TOTAL					
OCTOBER					
NOVEMBER					
DECEMBER					
QUARTER TOTAL					
YEAR TOTAL					

Notes:

Jonesville Fire Department Report

April

2018

Date	Type of call	Location	# of members
APR-1	Vehicle fire	412 Drake st. (City)	9
APR-2	Vehicle fire/Disregard in route	701 olds st.(city)	6
APR-2	Lift assist	Drake st.apr.23 (Mutual aid)	6
APR-2	Structure fire	476 E. Chicago st. (City)	9
APR-2	Illegal burn	8200 Milnes rd.(Scipio)	9
APR-4	Meeting	Station(Meeting)	14
APR-5	Lift assist	519 East st.(Mutual aid)	8
APR-11	Training/ Lifts & Ladders	Station(Training)	6
APR-12	1 car P.I.	Lk Wilson rd./Bean rd.(Fayette)	5
APR-13	C.P.R assist	1238 Collard rd.(Mutual aid)REU	6
APR-15	Wires down	Us-12/Drayton(City)	9
APR-15	Wires down	Murphy st.312(City)	9
APR-15	Tree removal/ in road way	Drayton st.(City)	10
APR-15	Tree removal/ in road way	Adrian st.(City)	10
APR-15	Tree removal/ in road way	Baker st.(City)	10
APR-16	Sparking wires	440 Adrian st.(City)	5
APR-17	C.P.R Assist	459 Salem dr.(Mutual aid)	6
APR-18	Training/ Hose Nozzle	Station(Training)	7
APR-19	Structure fire/ stove fire	245 E. Chicago st.Apt2(City)	7
APR-21	Lift assist	519 East st.(Mutual aid) REU	5
APR-25	Vehicle fire	4311 Milnes rd.(Fayette)	9
APR-25	Clean-up	Station(Training)	11
APR-27	Grass fire	7995 Cranberry lk.rd.(Scipio)	8

Jonesville Fire Department Report

April

2018

[illegible]

MONTHLY OPERATING REPORT

April 2018

SUBMITTED: May 8, 2018

WATER FLOW

MAXIMUM	403,000
MINIMUM	151,000
AVERAGE	226,600
TOTAL	6.798 MG

WASTEWATER FLOW

MAXIMUM	435,600
MINIMUM	321,300
AVERAGE	377,200
TOTAL	11.3158 MG

Note: The calculated water wasted during flushing--0.550 Million Gallons

CALLOUTS: None

OPERATION & MAINTENANCE

The plant was in compliance with the NPDES permit limitations during the month of April 2018.

All plant maintenance was completed.

Lagoon discharge season has started. Plant Staff performed lab analysis for Reading, Camden, Merry Lake, Lake Diane, Quincy, North Adams, and Litchfield.

A new waste gas meter was installed at the wastewater plant. The gas that is produced and measured in the anerobic digester is quite wet and tends to corrode the internal mechanism in the meters. When this occurs, they cannot be repaired.

First quarter 2018 invoices for drinking water analysis were prepared and submitted to City Hall. The lab performed 179 tests and the invoices totaled \$2,700.00. Another \$600.00 in walk in business was turned into City Hall.

The 2017 Consumer Confidence Report was completed and mailed to all water customers.

PLANT EFFICIENCY—April 2018

5-Day Biochemical Oxygen Demand

NPDES Permit Limit in April 2018—25 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—97.3 %

Total Suspended Solids

NPDES Permit Limit in April 2018—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—1.9 mg/l

Average Percent Removal from the Raw Wastewater—98.2%

Total Phosphorus

NPDES Permit Limit in April 2018—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—0.4 mg/l

Average Percent Removal from the Raw Wastewater—91.1%

Ammonia Nitrogen

NPDES Permit Limit in April 2018—Report Only

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—0.280 mg/l

Average Percent Removal from the Raw Wastewater—98.3%

Jonesville Daily Maximum—1.36 mg/l

Rick Mahoney

Jonesville Dept of Public Works

April 2018

Monthly Report

	Maintenance	Salt	Chloride	Sand	COLD MIX
STATE HIGHWAYS	0 HR DT 0 HR OT	3 Tons	0 Bag	0 Yd.	1/2 Ton
MAJOR ROADS	0 HR DT 0 HR OT	2.75 Tons	0 Bag	0 Yd.	0 Ton
LOCAL ROADS	0 HR DT 0 HR OT	2 Tons	0 Bag	0 Yds.	1/8 Ton
PARKING LOTS	0 HR DT 0 HR OT	.50 Ton	0 Bag	0 Yds.	1/8 Ton
POLICE STATION	0 HR OT	0 Ton	0 Bag	0 Yds.	
FIRE DEPARTMENT	0 HR OT	.25 Ton	0 Bag	0 Yds.	
DPW DEPT	0 HR OT				
Sewer	0 HR OT				
WATER	0 HR DT 0 HR OT				
State Police	0 HR OT	.25 Ton	0 Bag	0 Yds.	

There were 0 call outs.

We installed a water service at 115 Walnut Street as it was hooked to the Book House building.

We salted 2 times on State, Major, Local Streets & all Parking Lots.

We cold patched State, Local Streets & the South Parking Lot.

Storm drains were cleaned on State, Major & Local Streets

We made one round of brush pickup with tractor & dump trucks.

The 12 tree's in the North Parking Lot planters were planted at the Cemetery.

The doors on the Wright Street bathrooms were reskinned at NEFCO.

The ballfields at the Wright Street Park were graded for the Recreation Program.

Spring flushing of the fire hydrants was completed.

The large flower pots for the DDA were delivered to Rakers for planting.

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 APRIL 2018

Total reports written: 84

Aggravated Assault: 1

Fraud: 1

Larceny: 1

Theft from Motor Vehicle: 1

Domestic Assault: 1 (Aggravated)

Malicious Destruction of Property: 0

Child Neglect: 0

Trespass: 1

Disorderly Conduct Arrest: 0

Lost and Found Property: 2

Retail Fraud: 3

Obstructing Police: 2

Public Roadway Accidents: 8 (2 Fatalities)

Private Property Accidents: 2

Other Arrests: 5 (warrants, traffic, etc.)

Nuisance Animals: 1

Civil Matter/Family Disputes: 5

Medical Emergency: 14

Alarms: 5

Suspicious Situations: 11

General Assistance: 17

Traffic/Moving Violations: 30

Warrants Received from Prosecutor: 8

April Patrol Shift Coverage: 74%

MAY FOCUS

Ordinance Enforcement

Riverfest

Homeland Security Conference

Memorial Day Parade

April 19, 2018

Ms. Cynthia Means
City Clerk
Jonesville
265 E. Chicago St.
Jonesville, MI 49250-1002

Dear Cindy,

This letter is to ask that your community support the efforts of the City of Escanaba regarding the fight to preserve the correct assessment of large big box stores—a fight that will have a significant impact on local governments state wide. For those of you who are on the Michigan Municipal Executives listserv, you may have seen the recent request by the city manager. The League supports his request.

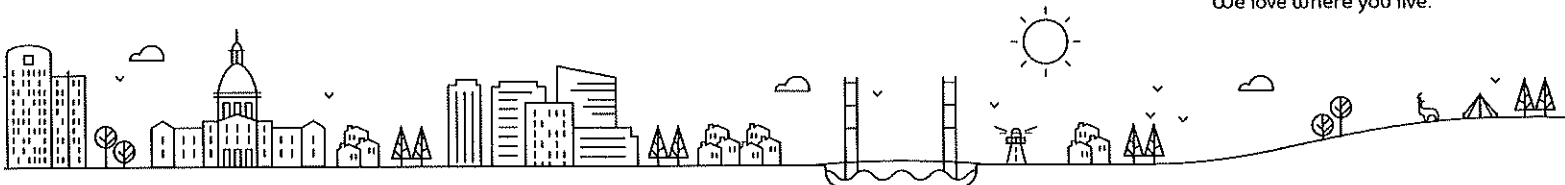
The “dark store” or “obsolescence” property valuation theory cast a cloud over the ability of local governments to defend their assessments of a wide variety of commercial and large industrial facilities, especially corporate headquarters and unique properties found in many communities. The City of Escanaba won a significant victory in the Michigan Supreme Court for equitable property assessments in the “dark store” litigation of *Menard Inc. v City of Escanaba*. During the several stages of the litigation, the League’s Legal Defense Fund and the League financially assisted Escanaba, as did the Michigan Townships Association, the Michigan Association of Counties, the Michigan Association of School Boards, the Michigan School Business Officials, the Michigan Assessors Association, and the Government Law Section of the State Bar of Michigan. The case has been remanded back to the Michigan Tax Tribunal (MTT) for a determination of actual valuation. Local governments throughout Michigan have a huge stake in the Tribunal’s decision.

The remand hearing before the Tribunal could undermine what was won in the Court of Appeals and subsequently upheld by the Supreme Court. Big box retailers and appraisers are preparing studies to either support or undermine the *Menard* decision. Both the Tax Tribunal and *Menard* have stated that this case will be precedent setting and will determine how big box stores should be assessed.

The City of Escanaba, with a population of 12,616 and a taxable value of \$299,460,000 has expended close to \$190,000 on the *Menard* appeal; other Delta County taxing entities have added approximately \$40,000 to the city's defense. We understand, however, that their contributions represent all they can provide. Because city leaders recognize the state-wide impact of their case, exceptionally high costs have been incurred by the city to achieve an outcome from which many more communities will also benefit.

Approximately 80% of MML member communities are also members of our Legal Defense Fund (LDF). We greatly appreciate your contribution and if this were a normal LDF case, there would be sufficient funds to make sure the city was getting the assistance it needs. This is not, however, a normal case, due

We love where you live.



to its cost and potential impact. The LDF and the League itself have already expended and committed approximately \$40,000 on “big box store” litigation, an amount that is much greater when counting the assistance of the other state associations mentioned above. We and the other state associations will do more, but we don’t have sufficient financial resources to give the city all the financial help it needs.

Because we are not likely to see a legislative fix pass before the Tribunal hears this case, it is imperative that the City prevails in this case, establishing a standard for valuation that is clear and fair. Many cities and townships stepped up to support one of several *amicus* briefs filed when this case was before the Supreme Court, indicating a strong statewide interest to play a part in a successful outcome. Additionally, the Michigan Department of Treasury recognizes the importance of this case and is considering providing a level of financial support for technical appraisal experts. However, more will be needed, and it is not fair that Escanaba fights this battle alone when many more communities will share in a fair and positive outcome.

For those communities that don’t currently have, and don’t expect to have, the sort of big box store at issue in this case—please note the following quote from a recent article by S&P Global Market Intelligence entitled “‘Dark Store’ Tactic By Big-Box Retailers Could Pressure U.S. Municipal Budgets And Credit Quality”:

We have also observed the use of dark store arguments by pharmacies, auto parts stores, and, in a few instances, fast food chains, and believe there’s some potential for these arguments to be employed more widely than they have been. The basic argument regarding functional obsolescence seems to apply equally well to other types of properties, giving rise to the potential for a domino effect of property tax appeals across the commercial and industrial portions of the tax base, which, were it to occur, could have a much more profound effect on some governments’ ability to levy ad valorem property taxes on a significant cross-section of taxpayers.

Thus, the Escanaba case may have a significant impact on all Michigan local governments.

If your community can offer financial assistance at this critical juncture, this is your opportunity. Checks can be made payable to the City of Escanaba, P.O. Box 948, Escanaba, MI 49829-0948. Please enclose a notation that the check is intended for the *Menards* Tax Tribunal appeal as the city has established a segregated account for this purpose. If you prefer, checks may be sent to the Municipal League’s Ann Arbor address, payable to “MML LDF – Escanaba” and we will forward the funds gathered to Escanaba. For more information regarding a community’s authority to make a contribution, please have your municipal attorney review *Hess v. Cannon and Grattan Townships*, (265 Mich. App. 582, 696 N.W.2d 742) regarding pertinent municipal authority and the court’s deference to legislative determinations of public purpose.

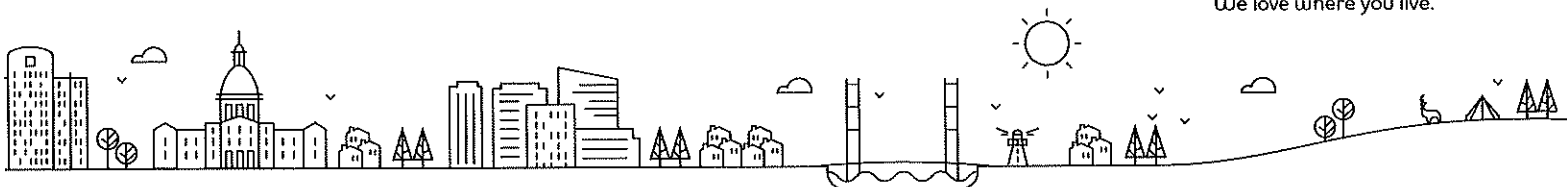
Thanks for your consideration. If you have any questions, please do not hesitate to contact Bill Mathewson at 734-669-6305 or wmathewson@mml.org.

Sincerely,

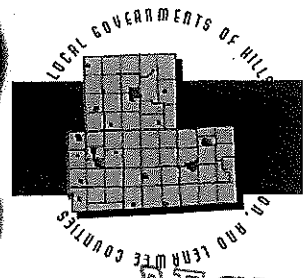


Daniel P. Gilmartin
Executive Director/CEO

We love where you live.



Region 2 Planning Commission



RECEIVED
MAY 09 2018

FEDERAL/STATE PROJECT REVIEW NOTICE

BY: _____

DATE: May 1, 2018

TO: Local Units of Government in Hillsdale, Jackson, and Lenawee Counties

FROM: Region 2 Planning Commission, Regional Clearinghouse

In accordance with the Michigan Federal Project Review System, notification of the following project (FPR 18-7) is provided for your review:

Region 2 Planning Commission is requesting \$35,000 in Federal funding for the continuation of the comprehensive economic development planning program for the Region 2 Planning Commission Economic Development District.

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: Mr. Grant Bauman, 120 W. Michigan Ave., Jackson, MI 49201; (517)768-6711.

cc: Steven Duke

Enclosure

APR 30 2018

OMB Number: 4040-0004

Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

04/24/2018

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

REGION II PLANNING COMMISSION

* b. Employer/Taxpayer Identification Number (EIN/TIN):

386032874

* c. Organizational DUNS:

0854643110000

d. Address:

* Street1:

120 W. Michigan Avenue - 9th Floor

Street2:

* City:

Jackson

County/Parish:

* State:

MI: Michigan

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

49201-1338

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Grant

Middle Name:

* Last Name:

Bauman

Suffix:

Title:

Principal Planner

Organizational Affiliation:

Region 2 Planning Commission

* Telephone Number:

517-768-6711

Fax Number:

* Email:

gbauman@co.jackson.mi.us

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="MI-007"/>	* b. Program/Project: <input type="text" value="MI-007"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input type="text" value="10/01/2018"/>	* b. End Date: <input type="text" value="09/30/2019"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="35,000.00"/>
* b. Applicant	<input type="text" value="35,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="70,000.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input checked="" type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text" value="05/10/2018"/> .	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
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)	
<input checked="" type="checkbox"/> ** 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: <input type="text"/>	* First Name: <input type="text" value="Grant"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Bauman"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Principal Planner"/>	
* Telephone Number: <input type="text" value="517-768-6711"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="gbauman@co.jackson.mi.us"/>	
* Signature of Authorized Representative: <input type="text" value="Grant E Bauman"/>	* Date Signed: <input type="text" value="04/24/2018"/>

A Christmas Story

Play by Philip Grecian based on the film by Jean Shepherd,
Leigh Brown and Bob Clark and "In God We Trust,
All Others Pay Cash" by Jean Shepherd

**December 6-8, 13-15 at 8 p.m.
December 9 and 16 at 3 p.m.**



This production is sponsored by

CNB County National Bank
Banking that stays in the community.

Humorist Jean Shepherd's memoir of growing up in the Midwest in the 1940s follows 9-year-old Ralphie Parker in his quest to get a genuine Red Ryder BB gun under the tree for Christmas. Ralphie pleads his case before his mother, his teacher and even Santa Claus himself, at Higbee's Department Store. The consistent response: "You'll shoot your eye out!" All the elements from the beloved motion picture are here, including the family's temperamental exploding furnace; Scut Farkas, the school bully; the boys' experiment with a wet tongue on a cold lamppost; the Little Orphan Annie decoder pin; Ralphie's father winning a lamp shaped like a woman's leg in a net stocking; Ralphie's fantasy scenarios and more. A Sauk debut!

TheSAUK2018

Hillsdale County's Community Theatre

April 16, 2018

To our valued patrons,

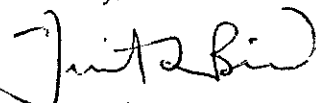
The Sauk (Hillsdale Community Theatre) is in the middle of one of our most ambitious seasons to date. We opened the season with the hilarious "Escanaba in da Moonlight." An opening night snow storm was not enough to dampen the fun. The show became a near sell-out smash. We just recently closed our second production of the season, "Marvin's Room." This beautiful production continued our commitment to contemporary, lesser-known shows in our Sauk Seconds season. We now have "Sauk Shorts" and "Annie" in rehearsal. Both have large casts and promise to be outstanding productions. We are excited to announce a change to our 2018 season. Due to a change in licensing restrictions, we will no longer be presenting "Cheaper By The Dozen" in December. We are very excited to say The Sauk was granted the rights to produce "A Christmas Story." We have included a replacement page for your season brochure in this mailing. We are honored to be one of only a few theatres in the United States to be granted permission to perform "A Christmas Story" in 2018.

We have also continued to make improvements to the Sauk Theatre. In addition to electrical work inside the building, we recently replaced several 80-year-old windows in our costume storage area. Later this summer, we hope to replace seven metal doors that are over 40-years-old. Replacing these doors will not only help conserve energy, but provide improved security and safety for our building, our volunteers and our patrons.

We are able to provide this quality entertainment and improve our facility because of the generosity of our community. Like most theatrical organizations, your ticket dollars pay for less than half the cost needed to maintain the theatre and put on our productions. We rely on generous donors to make The Sauk possible. Our 2018 donor list continues to grow. We hope you will choose to be a part of our theatre family. All donations are tax deductible. Our various donor levels can be found on the back of this letter. Just fill out the form and use the enclosed envelope to mail back your donation. You can also visit our website at www.thesauk.org to make a donation using a credit card.

If you have already given this year, we say thank you. Our 67 year history of providing quality theatrical experiences is a testament to the unending support we receive from our community. Thank you for believing in the importance of The Sauk and the arts in Hillsdale County.

Sincerely,



Trinity Bird,
Executive Director

2018 Sauk Donor Levels

\$1,000+ Sauk Star

- Listing in all production programs
- 20 complimentary tickets for season
- 10 tickets donated to local charities/benefits
- 2 complimentary tickets to Pigeon Creek Shakespeare's "As You Like It"

\$500-\$999 Sauk Friend

- Listing in all production programs
- 10 complimentary tickets for season
- 5 tickets donated to local charities/benefits

\$250-\$499 Sauk Benefactor

- Listing in all production programs
- 5 complimentary tickets for season

\$150-\$249 Sauk Patron

- Listing in all production programs
- 2 complimentary tickets for season

\$50-\$149 Sauk Supporter

- Listing in all production programs

2018 Sauk Donor/Season Ticket Form

Name _____

Address, City, State, Zip Code _____

Phone _____ E-mail _____

I WOULD LIKE TO BE A SEASON DONOR:

Donor Level	Amount	How You Would Like to Be Listed

Payment Options

_____ I have enclosed a check (made payable to "The Sauk.") Check # _____

_____ I have enclosed cash.

_____ Please bill my credit card* (Visa, Mastercard, American Express, Discover)

Card # _____ Exp. Date _____

CVV Code (on back) _____ Name on Card _____

Print Your Name _____

Your Signature _____