



**CITY OF JONESVILLE  
COUNCIL AGENDA  
NOVEMBER 21, 2018 - 6:30 P.M.  
CITY HALL**

**1. CALL TO ORDER / OATH OF OFFICE**

- A. Mayor
- B. Council

**2. PLEDGE OF ALLEGIANCE / A MOMENT OF SILENCE**

**3. APPROVAL OF AGENDA**

**4. 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.

**5. PRESENTATIONS AND RECOGNITIONS**

- A. Proclamation – Council Member, David Steel

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

**7. REPORTS AND RECOMMENDATIONS**

- A. Selection of Mayor Pro Tem [Action Item]
- B. Receive June 30, 2018 Audit Report – Bailey, Hodshire & Co. P.C. [ROLL CALL][Action Item]
- C. Consider Agreement for Codification Services [Action Item]
- D. Consider Residential Refuse Collection Agreement [Action Item]
- E. City, Village, and Township Revenue Sharing (CVTRS)  
Certification of Accountability and Transparency [Action Item]
- F. Board and Commission Appointments [Action Item]
- G. Proposal 18-1 – Recreational Marihuana [Discussion/Action Item]
- H. Resolution 2018-14 – Reinstatement of the Michigan Historic  
Preservation Tax Credit [ROLL CALL][Action Item]
- I. Consider Changing the February 2019 Regular Meeting Date [Action Item]
- J. Fiscal Year 2018-19 1<sup>st</sup> Quarter Budget Comparison [Information Item]

**8. COUNCIL MINUTES**

- A. Consider minutes of the October 17, 2018 Regular Meeting [Action Item]

**9. ACCOUNTS PAYABLE**

- A. Accounts Payable for November 2018 totalling \$209,069.92 [Action Item]

**10. 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

**11. ADJOURNMENT**



# 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 City Council  
From: Jeffrey M. Gray, City Manager  
Date: November 16, 2018  
Re: Manager Report and Recommendations – November 21, 2018 Council Meeting

## 7. A. Selection of Mayor Pro Tem

[Action Item]

Section 3.6 of the City Charter provides that Council shall hold its organizational meeting at the first regular meeting following the November city election. At that time, Council shall select a Mayor Pro Tem from its members. The Mayor Pro Tem acts in the place of the Mayor in the event of absence or disability to the Mayor, and serves as interim Mayor in the event of a vacancy until the Mayor returns or the vacancy is filled. Current Mayor Pro Tem Bowman is eligible to continue to serve and has indicated his willingness to do so, if that is the pleasure of the Council. A motion is necessary to select the Mayor Pro Tem.

## 7. B. Receive June 30, 2018 Audit Report – Bailey, Hodshire & Co. P.C. [ROLL CALL][Action Item]

Greg Bailey will present the June 30, 2018 Audit Report. Per the opinion noted by Bailey, Hodshire & Co. P.C. in the auditor's report on page 1, *"In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Jonesville, as of June 30, 2018, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America."* Following the presentation, I would recommend a motion to receive the June 30, 2018 Audit Report, as presented. *Please refer to the enclosed Audit Report.*

## 7. C. Consider Agreement for Codification Services

[Action Item]

Recodification of the Code of Ordinances is required by City Charter. The recodification will update all existing references to the "Village of Jonesville" to the "City of Jonesville." In addition, adopted ordinance amendments will be fully incorporated into the text of the Code. Clerk Means solicited the attached quote from our current code provider, Municode, for this purpose. Staff would recommend that Council consider a motion to approve Option 2 in the proposal, which would result in a complete republication of the Code, and authorize the City Manager to execute the agreement. This is desirable, given the extent of amendments in this codification. The cost associated with this option is \$7,120, plus costs for printing over 300 pages. This expenditure is planned in the current fiscal year budget. *Please refer to the attached quote for codification services.*

## 7. D. Consider Residential Refuse Agreement

[Action Item]

Modern Waste Services was selected at the October Council meeting to provide residential trash and recycling services within the City. The City Manager was authorized at that time to negotiate a contract for the service for consideration by Council. The attached agreement was prepared by our legal counsel. I anticipate review and approval by Modern Waste prior to the Council meeting. I recommend a motion to approve the agreement, and to authorize the Mayor and Clerk to execute the same. *Please refer to the attached Residential Refuse Agreement.*

**7. E. City, Village and Township Revenue Sharing (CVTRS) Certification of Accountability and Transparency** [Action Item]

In 2015, the Michigan Legislature established the City, Village, and Township Revenue Sharing (CVTRS) program (a simplified version of the Economic Vitality Incentive Program (EVIP)). These programs replace the statutory revenue sharing program for eligible cities, villages and townships. To qualify for the CVTRS payments, eligible local units must certify and submit to the Department of Treasury by December 1, 2018 that the following have been made available to the public: 1) a citizen's guide to our most recent local finances; 2) a performance dashboard; 3) a debt service report; and 4) a projected budget report of revenues and expenditures comparing the current fiscal year with next fiscal year. Staff can provide an interactive demonstration of these documents and recommends a motion to authorize filing the Certification of Accountability and Transparency with the Department of Treasury. *Note the attached CVTRS Certification form.*

**7. F. Board and Commission Appointments** [Action Item]

Various Board and Commission appointments are necessary due to the expiration of terms in 2018. A motion to reappoint the following is recommended:

Board of Review: Dana Kyser – Reappoint to a three-year term through 2021.

Cemetery Committee: Shea Dow and Charlie Pfau – Reappoint to a three-year term through 2021.

Downtown Development Authority: Penny Sarles – Reappoint to a four-year term through 2022.

Local Development Finance Authority: Steve Harding – Reappoint to a four-year term through 2022.

Planning Commission: Annette Sands – Reappoint to a three-year term through 2021.

Zoning Board of Appeals: Larry Jose and Todd Shroats – Reappoint to a three-year term through 2021.

There will also be vacancies to fill on the LDFA, Planning Commission and Zoning Board of Appeals. In addition, there are various Council representative appointments that will be discussed, including vacancies on the Cemetery Committee and Personnel Committee, as a result of Dave Steel leaving Council. Also, Tim Bowman's appointment as Council representative to the Zoning Board of Appeals expires this month, as well.

**7. G. Proposal 18-1 – Recreational Marihuana** [Discussion/Action Item]

The City joined a Recreational Marihuana Consortium with several Michigan municipalities in an effort to obtain uniform legal advice in anticipation of the passage of Proposal 18-1 that appeared statewide on the November ballot. The Consortium report has previously been shared with Council outlining the various options. As noted in the report, unlike the Medical Marihuana Facilities Licensing Act that prohibited medical facilities in the City unless City Council opted-in to the regulations, the new law is effective unless Council adopts an ordinance to opt-out. This item on the agenda is reserved for discussion of possible actions. In the event that Council intends to consider a similar regulatory approach with recreational marihuana as it did with medical marihuana, staff has utilized the ordinance template recommended in the Consortium report to develop a draft opt-out ordinance. Should Council intend to follow this course, an action to set a public hearing on the proposed ordinance at the December 19, 2018 regular meeting would be appropriate. Adoption of the ordinance would not prohibit reconsideration of such businesses in the future, and voters would have the right to pursue a referendum to allow such businesses.

Although the proposal passed in the statewide vote, the majority of voters in Jonesville and Hillsdale County voted against the proposal. In addition, the statewide regulatory structure is currently unknown and will not be finalized until the department of Licensing and Regulatory Affairs (LARA) finishes rulemaking during the next year. Staff would recommend that Council consider setting a public hearing regarding the proposed ordinance. *Please refer to the draft Ordinance No. 216.*

**7. H. Resolution 2018-14 – Reinstatement of the Michigan Historic Preservation Tax Credit**

[ROLL CALL][Action Item]

The Michigan Historic Preservation Network has asked for local government support for restoration of the income tax credit to support the preservation of historic properties in the State of Michigan. Historic preservation was recently identified as a priority in the Master Plan update process. Mayor Pro Tem Bowman has brought this issue to our attention and has provided the attached summary of the benefits of the credit. A roll call vote is necessary to approve the resolution. *Please refer to the attached summary of benefits of the credit and Resolution 2018-14.*

**7. I. Consider Changing the February 2019 Regular Meeting Date**

[Action Item]

Mayor Arno has asked that the February meeting date be changed to the first Wednesday of the month, February 6, 2019 at 6:30 p.m. in City Hall. A motion is necessary to change the meeting date. If approved the amended date will appear on the 2019 Meeting Calendar, to be approved by Council in December.

**7. J. Fiscal Year 2018-19 1<sup>st</sup> Quarter Budget Comparison**

[Information Item]

The Fiscal Year 2018-19 three month budget comparison (July 1, 2018-September 30, 2018) is attached. Where revenues or expenditures exceed the 25% level for the quarter, notes are provided. Overall, revenues and expenditures are tracking as expected. Finance Director Spahr can address any questions or comments at the meeting. *Please refer to the attached Budget Comparison.*

**Correspondence:**

- Michigan Public Service Commission
- Comcast (2)

# **municode**

★  
**CONNECTING YOU & YOUR COMMUNITY**

October 30, 2018

Ms. Cindy Means  
Clerk/Deputy Treasurer  
City of Jonesville  
265 East Chicago Street  
Jonesville, MI 49250

Sent Via Email: [clerk@jonesville.org](mailto:clerk@jonesville.org)

Dear Ms. Means,

Thank you for sending an additional ordinance for inclusion in the City's Code! We are pleased to submit the following options for consideration: *Option 1*) estimate to update the Code with Supplement No. 6; *Option 2*) republication of Code in its entirety to include all amendments received for Supplement No. 6. Please note that if the republication project is chosen, the supplement cost is included in the base price for republication – you do not pay for both options.

**Option 1) Supplement No. 6.** The supplementation process includes incorporating and indexing the ordinances, updating the Code tables and the Checklist of Up-to-Date Pages, creating an instruction sheet and supplement history table, printing 1 copy of the Supplement for insertion into the Code and updating the online content.

General Ordinances: Estimated 116 pages at \$22 per double column page	\$2,552
General Ordinances: 1 new tab (Chapter 7a)	\$15
Term Change (Village to City): Estimated 148 pages at \$10 per double column page	\$1,480
Charter: Estimated 50 pages at \$22 per double column page	\$1,100
Charter: 3 new tabs (Charter, Charter Comparative Table & Charter Index)	\$45
15 NOW postings at \$25.00 each	\$375
Shipping 1 copy (estimated)	\$15
<b>Estimated Total</b>	<b>\$5,582</b>

The following material has been recorded to this supplement: Ordinance Nos.: 198; 199; 200; 201; 202; 203; 204; 205; 206; 207; 208; 209; 210; 211; 212; 213; 214; 215; Ordinance of 6/20/2012; term change from Village to City & Charter, as approved by voters on August 5, 2014.

Please keep in mind that the Supplement estimate is an approximation. It is virtually impossible to determine the number of pages raw ordinances will generate until they are editorially prepared and formatted and it is particularly difficult to ascertain the extent of the indexing that will be required. Upon completion of the supplement, if this option is elected, we will only invoice for the actual charges associated with inclusion of the amendments; applicable sales taxes will be added to the invoice.

**Option 2) Republication of Code.** We recommend a republication at this time due to the inclusion of the above referenced material, as 100% of the City's Code is affected.

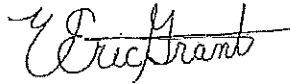
When republishing the Code, pages are recomposed to eliminate short pages and oddly numbered (point) pages. Following the re-composition, the entire Code is reprinted, and supplement number designations start over with Supplement No. 1. This is a wonderful way to ensure that all hard copies of the Code are complete and up-to-date, as over time supplements could have been inserted incorrectly. Please refer to pages 3-5 for pricing to republish the City's Code.

**Your Representative.** Municode's Mid-West Regional Sales Representative, James Bonneville, is located in Stillwater, Minnesota. He is available to answer questions and meet with you, as needed. James worked in state government, lobbying and governmental sales for over 13 years. James has been a part of Municode since 2009. He visits your often and regularly attends the Michigan Municipal League Conference, Clerks Conference and IIMC Conference. James is supported by our entire team in Tallahassee.

Municode's Mid-West Inside Sales Representative, Tracy Stevanov, meets with our mid-west clients virtually and on the telephone with webinars and teleconferences. She works hand in hand with James to ensure that our clients are well taken care of in the mid-west. She is available to answer questions or schedule a meeting with you as needed.

If you have any questions or desire additional information, please call and speak with your Regional Sales Representatives, James Bonneville, Tracy Stevanov, or our Vice President of Client Services, Steffanie Rasmussen. We are also happy to schedule a conference call or webinar with all interested parties or meet with you personally. We are here to serve you!

Sincerely,

A handwritten signature in black ink, appearing to read "W. Eric Grant", with a stylized flourish at the end.

W. Eric Grant  
President

WEG/amb

Enc.

Cc: Steffanie Rasmussen, Assistant Vice President of Sales  
[steff@municode.com](mailto:steff@municode.com) / 800-262-2633 ext. 1148  
James Bonneville, Mid-West Regional Sales Representative  
[JBonneville@municode.com](mailto:JBonneville@municode.com) / (651) 262-6262  
Tracy Stevanov, Mid-West Inside Sales Representative  
[tracy@municode.com](mailto:tracy@municode.com) / (800) 262-2633 ext. 1383

## Republication Quotation Sheet

Republication base cost, includes

\$6,695

- ⌘ 300 double column, 10-point type pages with Times New Roman font
  - ⌘ Inclusion of Material<sup>1</sup>: Ordinance Nos.: 198; 199; 200; 201; 202; 203; 204; 205; 206; 207; 208; 209; 210; 211; 212; 213; 214; 215; Ordinance of 6/20/2012; term change from Village to City & Charter, as approved by voters on August 5, 2014.
  - ⌘ Receipt, review and organization of materials
  - ⌘ Removal of supplement numbers
  - ⌘ Updating of preliminary pages (title page, officials page and preface)
  - ⌘ New page numbers
  - ⌘ Editing and Proofreading
  - ⌘ Tables, Graphics<sup>2</sup> & tabular<sup>3</sup> matter
  - ⌘ Proofs
  - ⌘ Updating the index
  - ⌘ 15 NOW postings
  - ⌘ 1 printed<sup>4</sup> copy with a binder and tabs (select binder/stamping color below):
- Binder Color:      ☒ Semi-Bright Black    ☐ Dark Blue    ☐ Hunter Green    ☐ Burgundy  
 Binder Stamping Color:    ☒ Gold                      ☐ Silver

Items not included in base cost:

Please check one option for state law reference footnotes:

- ☒ Updating State Law Reference Footnotes (internal citations not changed) \$425
- ☐ Removing State Law Reference Footnotes (internal citations not changed)
- ☐ Leaving State Law Reference Footnotes as they are in the code (internal citations remain the same)
  
- ⌘ Reorganizing, renumbering or legally reviewing code content
- ⌘ Pages over 300 10-point double column pages, per page \$18
- ⌘ Freight Actual
- ⌘ State sales tax If applicable

Payments for republication services

- ⌘ Execution of agreement \$2,680
- ⌘ Submission of proofs \$2,345
- ⌘ Delivery Balance

<sup>1</sup> Additional material added after October 18, 2017 will be included for an additional fee of \$22 per page amended.

<sup>2</sup> Includes printing all copies. Additional fees will apply if graphics are printed in color.

<sup>3</sup> Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

<sup>4</sup> Municode uses only acid-free paper.

## Supplement Service Page Rate<sup>5</sup>

### Supplement service page rate

Page Format	Base Page Rate
Double Column	\$22 per page

### Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Schedule as selected by you<sup>6</sup>
- Updating electronic versions<sup>7</sup> and online code
- Printing 1 copy

### Base page rate above excludes:

- |   |                |
|---|----------------|
| • Freight   | Actual freight |
| • State sales tax   | If applicable  |
| • Graphics <sup>8</sup> & tabular <sup>9</sup> matter, per graphic or table | \$10           |
| • Annual Administrative Support Fee, annually each June                     | \$225          |

### Electronic media options for Code of Ordinances (sent via download)<sup>10</sup>

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Folio Bound Views            | \$295 initially then \$100 per update |
| <input type="checkbox"/> WORD-DOCX                    | \$150 initially then \$75 per update  |
| <input type="checkbox"/> Adobe PDF of the code        | \$150 initially then \$75 per update  |
| <input type="checkbox"/> Adobe PDF of each supplement | \$75 per update                       |

### Payment for supplements and additional services:

- (a) Invoices will be submitted upon shipment of project(s).

<sup>5</sup> All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

<sup>6</sup> Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

<sup>7</sup> We do not charge a per page rate for updating the internet; however, a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

<sup>8</sup> Includes printing all copies. Additional fee applies if graphics are printed in color.

<sup>9</sup> Tabular matter is defined as tables, algebraic formulas, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

<sup>10</sup> "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as PDF, Folio or Word, via one of the afore-mentioned mediums.



## Online Services Quotation Sheet

Please check the appropriate box(es) to indicate your selection. To learn more about our online services, you can participate in one of our free webinars [here](#) or view a pre-recorded version of the webinar [here](#).

### Value Pricing:

☐ MyMunicode<sup>11</sup> includes: \$1,315 annually<sup>12</sup>

MunicodeNEXT (Online Code), OrdBank, CodeBank, CodeBank Compare + eNotify<sup>13</sup>,  
MuniPRO, and Custom Banner

A la carte pricing: In lieu of purchasing the above package, online services can be purchased a la carte at the following rates:

### Services currently enrolled in:

- **Online Code = MunicodeNEXT** (annually each August) \$550  
Collapsible TOC (Frameless Version); Mobile friendly site; In-line images & PDF's; Social Media sharing; Scrolling tables & charts; Narrow, Pinpoint & Advanced Searching; Search by Relevance or Document order; Multiple facets added to narrow search parameters, Previous and Hit buttons, Persistent breadcrumb trail, Save as WORD (DOCX); Hide the TOC; Print & Email; Internal Linking within the code; Static Linking/Bookmarking; Server Stability & Disaster Recovery Plan; Phone & Web support; Co-server backup location in Atlanta, GA
- NOW Service (Per ordinance fee) \$25

### Optional services to add if MyMunicode is not selected:

- ☐ Upgrade NOW Service by adding OrdBank for an additional \$10 per ordinance (\$35 total per ordinance)
- ☐ MuniPRO Service (annually) \$295
- ☐ Custom Banner (onetime fee) \$250
- ☐ MuniDocs annually, upgraded self-loading capabilities – *no charge until July 1, 2019!* \$500  
Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

<sup>11</sup> Municode does not charge a per page rate for updating the online code (Internet). Your per page supplement rate for the codification of new legislation is not affected by selecting our budget friendly and feature enriched MyMunicode bundle package.

<sup>12</sup> Total value if each item were to be purchased a la carte would be approximately \$1,725 per year with participation in our OrdBank service.

<sup>13</sup> Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.



This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Client.

**Term of Agreement.** This Agreement shall begin upon execution of this Agreement and end one (1) year after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

**MUNICIPAL CODE CORPORATION**

Municode Officer: 

Title: President

Date: October 30, 2018

Accepted by:

**CITY OF JONESVILLE, MICHIGAN**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## RESIDENTIAL REFUSE COLLECTION AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this \_\_\_\_\_ day of November, 2018, by and between the **City of Jonesville, Michigan**, a Michigan municipal corporation, with its offices located at 265 E. Chicago Street, Jonesville, Michigan, 49250, ("the City"), and **Modern Waste Systems, Inc.**, a Michigan corporation, with its offices located at 7255 S. Brooklyn Road, Napoleon, Michigan, 49261 ("Contractor").

The City and Contractor agree as follows:

1. **TERM.** The term of this Agreement shall begin on January 1, 2019 (the "Effective Date") and continue for a period of five (5) years, expiring on December 31, 2023 (the "Term").

2. **SCOPE OF WORK.** During the Term, Contractor is granted the right and assumes the obligation, within the legal geographic limits of the City, to provide solid waste Refuse collection, removal, disposal, and recycling services to all enrolled Residential Units and Municipal Facilities located within the City as defined and specified in this Agreement, and to perform all of the work called for within this Agreement, and Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide such service.

3. **DEFINITIONS.**

*a. Allowable Quantity.* Contractor will collect and remove from all Residential Units in the City all Refuse and Recyclable Materials properly placed for collection, provided such items meet the Allowable Quantity of one full Cart each.

*b. Cart.* A Cart consists of one (1) ninety-six (96) gallon wheeled container, provided by Contractor for use by City residents to contain their weekly residential Refuse and Recyclable Materials.

*c. Collection Day.* For collection of Refuse, the Collection Day shall be each Tuesday between 7:00 a.m. and 7:00 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as the case may be, except in the case where a Holiday occurs on the Collection Day for Refuse or the Monday immediately preceding the regular Collection Day, in which case the Collection Day will be on the next business day immediately following the regular Collection Day. In the event that the collection cannot be completed on the next business day due to weather or other factors beyond the City's or the Contractor's control, Contractor shall coordinate an alternative Collection Day for Recyclable Materials with the City that will occur at least one full week prior to the next regular Tuesday Collection Day for the collection of Refuse.

For collection of Recyclable Materials, the Collection Day shall be bi-weekly, every other Wednesday, between 7:00 a.m. and 7:00 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as the case may be, except in a case where a Holiday occurs on the Collection Day or the Monday or Tuesday immediately preceding the regular Collection Day for Recyclable Materials, in which case the Collection Day will be on the next business

day immediately following the regular Collection Day. In the event that the collection cannot be completed on the next business day due to weather or other factors beyond the City's or the Contractor's control, Contractor shall coordinate an alternative Collection Day for Recyclable Materials with the City that will occur at least one full week prior to the next regular Wednesday Collection Day for the collection of Recyclable Materials.

Except as otherwise expressly provided above, no collection of Refuse or Recyclable Materials shall occur on a Saturday or Sunday unless expressly authorized in advance, in writing, by the City's Director of Public Works.

*d. Holiday.* A Holiday for purposes of determining the Collection Day shall consist of the recognized dates for the celebration of the following legal holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

*e. Municipal Facilities.* Contractor agrees to provide to the City without additional charge Refuse collection services for: two 2-yard dumpsters to be supplied by Contractor; one 4-yard dumpster to be supplied by Contractor; nine 96-gallon wheeled carts to be supplied by the Contractor; and for all refuse disposal cans owned by the City and located in the City's downtown area and in the City's parks.

*f. Recyclable Materials.* For purposes of this Agreement, Recyclable Materials shall consist of the following items: cardboard; boxboard; mixed paper (i.e., newspaper, mail, and office paper); tin and aluminum cans; and plastic bottles and jugs (#1 and #2 only). All non-fiber items must be emptied and rinsed, and all boxes should be broken down and flattened. Recyclable Materials does not include the following unacceptable materials: aerosol cans; appliances; disposable coffee cups; hangers; household scrap metal; paint cans; plastic retail or grocery bags; refrigerator or freezer boxes, including beverage cases; rubber; string and/or twine; stickers and/or sticky notes; styrofoam; toys; wax or foil coated boxes and cartons; #3 through #7 plastics; glass; and gift wrapping paper.

Contractor will provide each customer receiving service for the collection of Recyclable Materials with a separate Cart dedicated to the collection of Recyclable Materials.

*g. Refuse.* Refuse means discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish, or a combination thereof.

*h. Residential Unit.* A Residential Unit is a group of rooms located within a building and forming a single inhabitable unit with facilities which are used (or are intended to be used) for living, sleeping, cooking, and eating and which are occupied or otherwise habitable. For example, with respect to a building that has been divided into separate apartments, each separate apartment would constitute a separate Residential Unit, and any residential duplex would be considered to consist of two (2) separate Residential Units. A building or any portions thereof shall not be considered as a Residential Unit for purposes

of the receipt of services under this Agreement to the extent that it is unoccupied and does not have active water and/or other utility services being supplied to it that would ordinarily be required to render such building or portion thereof habitable.

4. **SERVICE, OPERATIONS AND PERFORMANCE.** Contractor shall provide one (1) Cart to each Residential Unit for the containment of all Refuse generated by the Residential Unit and shall provide one (1) Cart for each Residential Unit receiving collection services for Recyclable Materials. The Cart shall be placed curbside by the owner or occupant of the Residential Unit for collection no later than 7:00 a.m. on the Collection Day, and Contractor shall collect the contents of all Carts and from all Municipal Facilities on that date, and dispose of the contents consistent with the terms of this Agreement and applicable law. Carts shall be placed alongside the street or right-of-way immediately in front of the Residential Unit. Carts will be maintained by Contractor and replaced for normal wear and tear at no cost or expense to the City. Normal wear and tear does not include the cleaning of Carts. Cleaning of the Cart is the responsibility of the owner or occupant of the Residential Unit. All Carts will remain the property of Contractor.

5. **ROUTES AND SCHEDULE OF COLLECTIONS.** All routing and scheduling of trucks used by the Contractor for the collection of Refuse and Recyclable Materials shall be left to the discretion of the Contractor.

6. **MISSED COLLECTIONS AND OTHER COMPLAINTS.** In the event that a regularly scheduled collection is missed and a complaint is received by either the City or Contractor, and where no fault can be found on the resident's part, a special collection of the refuse will be required of the Contractor within forty-eight (48) hours. The City shall notify Contractor of any complaints it receives within twenty-four (24) hours of receiving the complaint. Contractor shall respond to and diligently attempt to resolve all other complaints regarding services provided under this Agreement. Should a complaint go unresolved by Contractor for longer than seven (7) days, the City will have the right to demand an explanation or the immediate resolution of the complaint to its satisfaction. Contractor will have regular business hours of 8:00 a.m. through 4:30 p.m. each weekday (except for holidays or other special dates reasonably determined by Contractor in its discretion) to answer all questions and complaints, if any, that residents of the City may have with regard to the services provided by Contractor under this Agreement. Residents may contact the Contractor's office at (517) 563-4900.

7. **ADDITIONAL SERVICES.** In addition to the other services to be provided by Contractor pursuant to the terms of this Agreement, Contractor shall also provide to the City annual City-Wide Cleanup collection and Bulk Item Pickup.

a. **City-Wide Cleanup.** The City-Wide Cleanup services will be provided as requested by the City on such dates as are mutually agreed upon by the parties in advance. The City-Wide Cleanup services shall be billed by the Contractor directly to the City at the rate of \$100.00 per hour, per truck, plus a disposal fee of \$45.00 per ton. Items excluded from eligibility for the City-Wide Cleanup include: loose materials; construction materials; hazardous materials; tires; compressed gas cylinders; or items containing freon. All bags, containers, and bulk items must be able to be safely moved by two adults.

b. **Bulk Item Pickup.** Bulk item pickup will be available to all residential customers within the City at the following rates: \$30.00 each for large bulk items, such as couches, washers, dryers, etc.; and \$20.00 each for small bulk items, such as small appliances, chairs, and mattresses. Bulk items will be collected at the curb after advance scheduling and payment from the customer.

8. **COLLECTION EQUIPMENT.** An adequate number of vehicles shall be provided by Contractor to collect Refuse and Recyclable Materials in accordance with the terms of this Agreement. The vehicles shall be properly licensed, insured, and operated consistent with the requirements of Act 87 of the Public Acts of 1965, as amended, and all other applicable local, state, and federal ordinances, laws, and regulations. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of Contractor plainly visible on both cab doors. The Contractor affirmatively represents that, in the case of breakdown of any vehicles and equipment, Contractor has sufficient means and resources to continue providing the services required by this Agreement without delay.

9. **DISPOSAL.** All Refuse collected for disposal by Contractor shall be hauled to an appropriate state-licensed landfill as determined by the Contractor (the "Disposal Site"). The Contractor shall assume payment of all tipping fees and all other costs and fees associated with the disposal. Contractor further agrees that, in the use and/or selection of a landfill, Contractor has no authority to bind the City in any manner whatsoever, or to create any liability on the part of the City.

10. **COMPLIANCE WITH LAW.** Contractor shall conduct operations under this Agreement in compliance with all applicable ordinances, laws, and regulations. In the event that any collection service provided hereunder, or any portions thereof, are rendered unlawful or impracticable pursuant to any ordinance, law, or regulation that becomes effective after the date of this Agreement, Contractor shall, upon notice to the City, cease providing that service or portion thereof, in which event Contractor shall make an appropriate adjustment to the rates set forth in Paragraph 11, to account for the cessation of such service.

11. **BASIS AND METHOD OF PAYMENT.**

a. **Rates.** For all residential collection and disposal services required during the first three (3) years of the Term of this Agreement, Contractor shall bill for its services no more than the rates set forth on the schedule attached as Exhibit A to this Agreement ("the Rates"). During the fourth (4<sup>th</sup>) year of the Term, the Rates shall increase by three percent (3%), and during the fifth (5<sup>th</sup>) year of the Term, the Rates shall increase by an additional three percent (3%).

b. **Billing and Collection.** Contractor shall be solely responsible for all aspects of billing and collection for the services provided by Contractor pursuant to the terms of this Agreement, which billing and collection activities shall be conducted in a commercially

reasonable manner and in compliance with all applicable laws, ordinances, and regulations.

- c. **Records and Reporting.** Before commencement of work under this Agreement, the City shall provide Contractor with an accurate list showing the address of each of the Residential Units to receive collection service under this Agreement. Beginning in April 2019, and continuing each three months thereafter, Contractor shall provide a quarterly report to the City on or before the tenth (10<sup>th</sup>) day of the month, containing the following information for the previous three months:

- 1) a list of the customers to whom service was provided in the preceding quarter;
- 2) a log describing all customer complaints received during the preceding quarter and describing how the complaint was resolved;
- 3) a log of all missed collections during the preceding quarter and Contractor's responses thereto;
- 4) a description of all vehicle accidents or infractions within the City limits during the preceding quarter;
- 5) a list of all accounts having a change of service during the preceding quarter; and
- 6) weights in tons of Refuse and Recyclable Materials collected by Contractor during the preceding quarter, designated by commodity and indicating the final destination where the items were transported to and disposed of.

In addition, during the Term of this Agreement, Contractor shall maintain full and complete operation and customer service records that shall be open for inspection and copying by the City at all reasonable times and for all reasonable purposes.

- d. **Chargebacks.** If, in the reasonable opinion of the City, Contractor unreasonably fails or refuses to pay any claim or claims arising out of damages in handling any receptacle or property of any owner or occupant of a Residential Unit, the City may, upon being satisfied with regard to the correctness of the amount of such claim, pay the same to the aggrieved owner or occupant and charge the amount to the Contractor, which amount the Contractor agrees to pay to the City within thirty (30) days of receiving written notice of the charge from the City. In the event Contractor shall wholly fail to collect and dispose of Refuse one week in conformity with the requirements of this Agreement, notwithstanding and without waiving any other rights the City may have under the terms of this Agreement, the City may proceed with making alternative arrangements to dispose of such Refuse and may charge to Contractor the amount incurred by the City for such alternative disposal services, which amount the Contractor agrees to pay to the City within thirty (30) days of receiving written notice of the charge from the City.

12. **NOTICE.** All notices or other communications to be given hereunder shall be in writing

and shall be sent by overnight delivery or certified United States mail, return receipt requested, properly addressed to each of the respective parties as their address appears in the introductory paragraph of this Agreement, or to such other address as they may from time-to-time designate in writing.

13. **NONDISCRIMINATION.** Contractor represents and covenants that Contractor shall not discriminate against any employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, religion, color, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement, as provided in Section 37.2209 of the Michigan Compiled Laws. Contractor will include, or incorporate by reference, the provisions of this Paragraph 13 in every subcontract it enters into with regard to the performance of the services to be provided under this Agreement, unless exempted by the rules, regulations, or orders of the Michigan Department of Civil Rights, and Contractor will provide in every subcontract that the provisions of this Paragraph 13 will be binding upon each subcontractor.

14. **FOIA.** Contractor understands and agrees that any and all documents provided to the City pursuant to or in conjunction with this Agreement and Contractor's performance of the collection services hereunder are subject to public disclosure, and Contractor hereby expressly consents to the City's reproduction and release of such documents in response to a request under the Michigan Freedom of Information Act.

15. **INDEPENDENT CONTRACTOR.** The relationship between the parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the parties will be considered to form a partnership, joint venture, employment relationship, or any other relationship except that of independent contractor. In the performance of the collection services under this Agreement, Contractor is an independent contractor with the authority to control and direct the performance of the collection services.

16. **TAXES, BENEFITS, AND EXPENSES.** Except as may be otherwise expressly provided in this Agreement, Contractor is responsible for all expenses connected with the performance of the collection services to be provided under this Agreement, including, but not limited to, all expenses associated with obtaining and maintaining any required or otherwise necessary licenses and/or permits. Contractor shall be solely responsible to pay all applicable federal, state, and local taxes and to file all related returns and reports in connection with the performance of collection services for the City under this Agreement. Contractor acknowledges that the City has no obligation to and will not withhold taxes of any kind or nature with respect to the Services performed by Contractor. Contractor shall indemnify and hold the City harmless to the extent of any obligation of the City to pay any taxes, whether income or otherwise, including any withholding taxes, social security taxes, unemployment taxes, or disability insurance or similar items in connection with any payments made to Contractor by the City.

17. **INSURANCE.** Contractor shall purchase and maintain throughout the Term of this Agreement statutory worker's compensation and commercial general liability insurance covering bodily injury, property damage, premises operations, completed operations, contractual liability,



and other perils, and Contractor shall also maintain motor vehicle insurance coverage on the vehicle(s) its employees use in the course of the performance of the collection services for the City under this Agreement. The insurances referenced above shall be in the amount, with coverage, and from an insurance company as stated on the certificate of insurance attached hereto as Exhibit B, plus an umbrella policy with limits of at least one million dollars and an owner/contractor general liability policy with limits of at least one million dollars. Contractor shall maintain coverage without interruption from the Effective Date of this Agreement until the date of termination of this Agreement; *provided, however*, the coverage provided under all policies must be issued on an occurrence basis. At the request of the City, the City shall be added as an additional named insured on any insurance policy. Additionally, Contractor shall furnish the City with a copy of certificates of insurance, which shall contain an obligation of the carrier to notify the City at least thirty (30) days in advance of any cancellation, expiration, or nonrenewal of the policy.

18. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless the City and its officers, residents, employees, agents, and other representatives from and against any and all claims, suits, losses, expenses, liabilities, demands, obligations, or damages of every kind and nature (including, without limitation, reasonable attorney fees and expenses) (collectively "Losses"), arising out of or related to: (i) any act or omission of Contractor or its officers, employees, agents, contractors, or other representatives; or (ii) any breach of this Agreement by Contractor or its officers, employees, agents, contractors, or other representatives. Additionally, Contractor shall indemnify, defend, and hold harmless the City and its officers, residents, employees, agents, and other representatives from and against any and all claims or liability asserted by or on behalf of any party who may supply or furnish labor, equipment, or materials in conjunction with the provision of Contractor's services under this Agreement.

19. BREACH BY CONTRACTOR. If Contractor, in whole or in part, fails to perform, or fails to perform in a satisfactory manner, or otherwise fails to perform in accordance with applicable ordinances, laws, regulations, or the requirements of any required or otherwise necessary licenses or permits, the City shall have the right to demand in writing adequate assurance from Contractor that steps have been or are being taken to rectify the failure. Contractor must within fourteen (14) days after receipt of such demand return to the City Clerk a written statement (the "Statement") that explains the reasons for the stated non-performance or delayed partial or substandard performance during the identified period and any continuation thereof. Contractor may also elect to appear before the City Council and provide an explanation. Upon the failure of Contractor to submit a Statement or the failure of the Contractor to take steps to rectify the situation, and if such situation constitutes a material breach of this Agreement and/or otherwise causes a material adverse effect on Contractor's ability to perform its obligations under this Agreement, the City may terminate this Agreement by a majority vote of the City Council. Furthermore, in the event Contractor fails, refuses, or neglects to perform any or all of Contractor's duties, obligations, or agreements to be performed by Contractor pursuant to the terms of this Agreement, the City may perform or may cause to be performed such duties, obligations, or agreements, and charge all of the costs thereof, or incurred in connection therewith, to the Contractor, and the Contractor shall promptly pay all said costs to the City and, without limiting the generality of the foregoing, the City may collect the same in any manner authorized by law, or the City may deduct such costs from any monies due or to become due to the Contractor from the City, whether pursuant to the terms of this Agreement or otherwise.

20. ASSIGNMENT. The rights and obligations conferred under this Agreement may not be assigned or delegated by Contractor without the prior written consent of the City, which consent will not be unreasonably withheld. Any attempted assignment of rights or delegation of duties in violation of this Paragraph 20 is null and void.

21. BINDING AGREEMENT AND SUCCESSORS. This Agreement is binding on, will inure to the benefit of, and will be enforceable by the successors and permitted assigns of the parties; provided, however, that no assignment of this Agreement by Contractor will be effective without the express written consent of the City as provided in Paragraph 20, above.

22. GOVERNING LAW. This Agreement is a contract made under, and shall be governed by and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice-of-law principles. The parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in a court sitting in Hillsdale County of the State of Michigan, or the Western District Court of the United States sitting in Michigan, and each of the parties submits to and accepts generally and unconditionally the exclusive jurisdiction of those courts with respect to it and its property and irrevocably consents to the service of process in connection with any action or proceeding by personal delivery or by the mailing by registered or certified mail, postage prepaid, to its address first set forth above. Nothing in this Agreement shall affect the right of any party to serve process in any other manner permitted by law. Each party irrevocably waives any objection to the laying of venue of any action or proceeding in the above-described courts.

23. WAIVER. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach.

24. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision is invalid and unenforceable as written, that provision will be deemed modified in a manner consistent with the intent of the original provision, so as to make it valid and enforceable. This Agreement, and the application of the provision to persons or circumstances other than those with respect to which it would be invalid or unenforceable, shall not be affected.

25. ENTIRE AGREEMENT. This Agreement, including all Exhibits attached hereto, constitutes the entire agreement and understanding between the parties relating to its subject matter and supersedes all other agreements and understandings of the parties, both written and oral. The terms and provisions of this Agreement may not be modified nor amended unless such modification or amendment is in writing and is signed by both parties hereto.

26. COUNTERPARTS; FACSIMILE. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by

facsimile or electronic transmission, and a facsimile or electronic version of this Agreement or of a signature of a party will be effective as an original.

The parties have executed this Agreement as of the Effective Date.

MODERN WASTE SERVICES, INC.

By: \_\_\_\_\_  
Phil Duckham, Its President

CITY OF JONESVILLE, MICHIGAN

By: \_\_\_\_\_  
Gerald Arno, Its Mayor

By: \_\_\_\_\_  
Cindy Means, Its Clerk

**EXHIBIT A**  
**SCHEDULE OF RATES**

Collection	Frequency	Price/Unit Per month	Cart/Bin Size Provided
Trash	Weekly	\$10.50	96 Gallon Cart
Recyclables	Bi-Weekly	\$3.50	96 Gallon Cart
Trash – Municipal Facility	Weekly	Included	2-Yard Dumpster
Trash – Municipal Facility	Weekly	Included	2-Yard Dumpster
Trash – Municipal Facility	Weekly	Included	4-Yard Dumpster
Trash – Downtown and Park Cans	Weekly	Included	Cans owned by the City

# **EXHIBIT B** **CERTIFICATE OF INSURANCE**



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
11/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204	<b>CONTACT NAME:</b> Nancy Sullivan CSR <b>PHONE (A/C, H/L, Ext):</b> (517) 796-6283 <b>FAX (A/C, H/L):</b> (517) 796-6283 <b>E-MAIL:</b> nsullivan@waltoninsurancegroup.com <b>ADDRESS:</b>
<b>INSURED</b> Modern Waste Systems Inc.  7245 S. Brooklyn Road Napleton MI 49261	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hamilton Mutual Insurance Co. NAIC # 14125 INSURER B: Employers Mutual Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER: CL17112115949		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR. LTR.	TYPE OF INSURANCE	ADD'L COVR. (REQ'D) (YES/NO)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	EX55431-18	11/21/2017	11/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADVERTISING \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ADD \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> CARS/4s	X	4E45831-18	11/21/2017	11/21/2018	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1000 PIP Basic \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF. <input type="checkbox"/> RETENTION					EACH OCCURRENCE \$ AGGREGATE \$ DEF. \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> BOTH E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability		685531-18	11/21/2017	11/21/2018	Endorsed Coverage for covered auto \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is named as Additional Insured on the General Liability and Automobile Liability.

CERTIFICATE HOLDER	CANCELLATION
For Information	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE David Turk/NSULL <i>David S. Turk</i>

ACORD 26 (2014/01)  
 INS025 (2014/01)

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[illegible]

## City, Village, and Township Revenue Sharing and County Incentive Program Certification

Issued under authority of 2018 Public Act 207. Filing is mandatory to qualify for payments.

Each city/village/township/county applying for City, Village, and Township Revenue Sharing or County Incentive Program payments must:

1. Certify to the Michigan Department of Treasury (Treasury) that the local unit listed below has produced and made available to the public a Citizen's Guide, a Performance Dashboard, a Debt Service Report, and a Projected Budget Report as required by 2018 Public Act 207. The local unit must include in any mailing of general information to its citizens, the Internet website address or the physical location where all the documents are available for public viewing in the clerk's office.
2. Submit to Treasury a Citizen's Guide, a Performance Dashboard, a Debt Service Report, and a Projected Budget Report.

This certification, along with a Citizen's Guide, a Performance Dashboard, a Debt Service Report, and a Projected Budget Report, **must be received by December 1, 2018**, (or the first day of a payment month) in order to qualify for that month's payment. Postmark dates will not be considered. For questions, call 517-373-2697.

PART 1: LOCAL UNIT INFORMATION			
Local Unit Name City of Jonesville		Local Unit County Name Hillsdale	
Local Unit Code 302015		Contact E-Mail Address manager@jonesville.org	
Contact Name Jeff Gray	Contact Title City Manager	Contact Telephone Number (517) 849-2104	Extension
Website Address, if reports are available online www.jonesville.org		Current Fiscal Year End Date	
PART 2: CITIZEN'S GUIDE			
Check any of the following that apply:			
<input checked="" type="checkbox"/> The local unit has elected to use Treasury's online Citizen's Guide to comply with the legislative requirements. Therefore, a copy of the Citizen's Guide will not be submitted to Treasury.			
<input checked="" type="checkbox"/> The local unit does not have any unfunded liabilities (pensions or other postemployment benefits (OPEB)).			
PART 3: CERTIFICATION			
<i>In accordance with 2018 Public Act 207, the undersigned hereby certifies to Treasury that the above mentioned local unit 1) has produced a Citizen's Guide, a Performance Dashboard, a Debt Service Report, and a Projected Budget Report and 2) will include in any mailing of general information to our citizens, the Internet website address or the physical location where all the documents are available for public viewing in the clerk's office. The Citizen's Guide, Performance Dashboard, Debt Service Report, and Projected Budget Report are attached to this signed certification, unless otherwise noted in Part 2.</i>			
Chief Administrative Officer Signature (as defined in MCL 141.422b)		Printed Name of Chief Administrative Officer (as defined in MCL 141.422b) Jeffrey M. Gray	
Title City Manager		Date 11/26/2018	

Completed and signed form (including required attachments) should be e-mailed to: **TreasRevenueSharing@michigan.gov**.  
If you are unable to submit via e-mail, fax to 517-335-3298 or mail the completed form and required attachments to:

Michigan Department of Treasury  
Revenue Sharing and Grants Division  
PO Box 30722  
Lansing MI 48909

TREASURY USE ONLY		
CVTRS/CIP Eligible  Y      N	Certification Received	Citizen's Guide Received
Performance Dashboard Received	Debt Service Report Received	Projected Budget Report Received
Final Certification	CVTRS/CIP Notes	

**CITY OF JONESVILLE  
ORDINANCE NO. 216**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF JONESVILLE BY ADDING A NEW ARTICLE WHICH NEW ARTICLE SHALL BE DESIGNATED AS ARTICLE III OF CHAPTER 7 OF SAID CODE AND BY ADDING A NEW SECTION WHICH NEW SECTION SHALL BE DESIGNATED AS SECTION 15-2 OF CHAPTER 15 OF SAID CODE

THE CITY OF JONESVILLE ORDAINS:

**Section 1.**    **Addition of Article III to Chapter 7. Article III, "Marihuana Establishments," is added to Chapter 7, "Businesses Licensing," of the Code of Ordinances of the City of Jonesville to read as follows:**

**ARTICLE III. MARIHUANA ESTABLISHMENTS**

**Sec. 7-32. Prohibition of marihuana establishments.**

- (A)    Pursuant to the provisions of Section 6.1 of the Michigan Regulation and Taxation of Marihuana Act (the "Act"), marihuana establishments, as defined by the Act, are completely prohibited within the boundaries of the City.
- (B)    Any applicant for a state or local license to establish a marihuana establishment, as defined by the Act, within the boundaries of the City shall be deemed to be not in compliance with this Ordinance or with the Code of Ordinances amended by this Ordinance.
- (C)    This section does not supersede rights and obligations with respect to the transportation of marihuana through the City to the extent provided by the Act, and does not supersede rights and obligations under Michigan law allowing for or regulating marihuana for medical use.

**Section 2.**    **Addition of Section 15-2 to Chapter 15. Section 15-2, "Prohibition on Sale and Consumption of Marihuana in Public Places," is added to Chapter 15, "Streets, Sidewalks and Other Public Places," of the Code of Ordinances of the City of Jonesville to read as follows:**

**Sec. 15-2. Prohibition on sale and consumption of marihuana in public places.**

- (A)    In conformance with Sections 4.1(e) and 6.2(b) of the Michigan Regulation and Taxation of Marihuana Act (the "Act"), the sale or consumption of marihuana in any form and the sale or display of marihuana accessories, as defined by the Act, is prohibited in any public places within the boundaries of the City.
- (B)    Any person who violates any of the provisions of this section shall be responsible for a municipal civil infraction punishable by a civil fine of \$500, plus court-imposed costs.
- (C)    This section does not supersede rights and obligations with respect to the transfer and consumption of marihuana on private property to the extent authorized by the person who owns, occupies or operates such property, as provided in and authorized by the Act, and does not supersede rights and obligations with respect to the use of marihuana for medical purposes as provided by any law of the State of Michigan allowing for or regulating marihuana for medical use.



**Section 3. Conflict and Repeal.**

All ordinances or parts of ordinances in conflict with this ordinance are repealed.

**Section 4. Publication.**

After its adoption, this ordinance or a summary thereof, as permitted by law, shall be published by the City Clerk in a newspaper of general circulation in the City.

**Section 4. Effective Date.**

This ordinance shall be effective immediately upon its publication in a newspaper of general circulation in the City.

YEAS:

NAYS:

ORDINANCE DECLARED ADOPTED ON \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Gerald E. Arno, Mayor

\_\_\_\_\_  
Cynthia D. Means, Clerk

**CERTIFICATION**

I, Cynthia D. Means, being Clerk of the City of Jonesville do hereby certify that the foregoing is a true and correct copy of the City of Jonesville Ordinance No. 216, passed on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_. Further, I certify that I caused the same to be published in a newspaper of general circulation within fifteen (15) days after adoption by the City Council of the City of Jonesville, County of Hillsdale and State of Michigan.

## **Summary – Reinstatement of the Michigan Historic Preservation Tax Credit**

A bill to reinstate the Michigan Historic Preservation Tax Credit has been introduced in the state Senate. Senate Bill 469, sponsored by Sen. Wayne Schmidt (R-37, Traverse City), would reinstate the popular program that offers a credit of up to 25 percent of rehabilitation expenses against state income tax.

The tax credit, which was an integral part of restoration projects from Detroit to Menominee, was phased out in 2011 as part of the Snyder administration's plan to eliminate most tax carve-out programs. In its 11-year life, the credit leveraged \$71 million in credits to generate more than \$1.46 billion in investment in Michigan rehabilitation projects. It leveraged an additional \$251 million in federal tax credits and led to the creation of 36,000 jobs.

Sen. Schmidt's bill will bring back one of the most valuable tools to level the financial playing field for historic preservation projects—and the only tool available for those restoring owner-occupied homes. Historic preservation projects have been a key part of nearly every successful "revitalization" story in Michigan, and have helped make Michigan places more attractive, more economically viable and more emotionally engaging with both residents and visitors. This tax credit is a powerful tool to save historic resources and the communities they are in.

Residents in the City of Jonesville have expressed concern over the care and preservation of historic properties located within the City limits. Examples include: Grace Episcopal Church (now privately owned), the Grosvenor House, the Murphy House, the Grosvenor Hotel, and the Sauk Theater. This resolution supports the passage and adoption of SB 169 and HB 5178.

The economic impacts of our Historic Preservation economic development tools are well documented:

- Each \$1.00 of credit issued leverages \$10.56 in direct economic impact.
- The HTC has leveraged \$251 million in Federal historic tax credits. This is federal dollars coming back into Michigan's economy!
- Michigan Historic tax credits make projects feasible when others have given up. They put underutilized and core urban real estate back on local and state tax rolls.
- These programs are used to fill gaps in the financing of rehabilitation real estate projects and are issued only after rehabilitation expenses are incurred. Therefore projects generate significant economic impact and state and local tax revenue before the credits are issued.
- Michigan's HTC program is one of the state's most useful tools for revitalizing older communities. They make rehabilitation projects possible, and those projects drive economic growth in Michigan

2018-14

CITY OF JONESVILLE  
COUNTY OF HILLSDALE  
STATE OF MICHIGAN

**RESOLUTION – SUPPORT OF THE REINSTATEMENT OF STATE HISTORIC TAX  
CREDITS – SENATE BILL 469/ HOUSE BILL 5178**

At a Regular Meeting of the City Council of the City of Jonesville, County of Hillsdale, State of Michigan, held in the City Hall in said City on the 21<sup>st</sup> day of November 2018, at 6:30 p.m.

**PRESENT:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

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

**WHEREAS**, the historic buildings, neighborhoods and places in Michigan villages, towns and cities distinguish each community and provide character and a sense of place that contribute significantly to the quality of life and the economic benefits enjoyed in and by each community; and

**WHEREAS**, the preservation and rehabilitation of historic buildings, places and neighborhoods contributes to the beauty, character, and economic vitality of Michigan communities; and

**WHEREAS**, the labor-intensive nature of historic rehabilitation creates jobs and investment in local businesses and has been proven to generate more economic activity than equivalent investment in new construction; and

**WHEREAS**, demolition or destruction of historic buildings creates costs to Michigan and its communities by destroying the often-irreplaceable construction and ornamental materials of each structure and by adding significantly to landfills, whose makeup is estimated to be more than 40 percent building materials and waste; and

**WHEREAS**, development and redevelopment within established villages, townships and cities is encouraged by Governor Rick Snyder's ten-point program to "Reinvent Michigan" that includes goals to Restore Our Cities, Protect Our Environment, and Create More and Better Jobs; and

**WHEREAS**, many public policies and financial and lending practices and policies create disincentives or barriers to the preservation, renovation and rehabilitation of historic buildings and resources and create a preferential financial environment for new construction; and

**WHEREAS**, Michigan has measured the economic impacts of the former Michigan Historic Tax Credit programs between their enactment in 1999 and their elimination in 2011 and seen significant positive direct impacts on the revitalization of neighborhoods and communities, the preservation and creation of affordable and market-rate housing, the creation of skilled local jobs, and the subsequent private investment in areas surrounding tax-credit-driven revitalization projects; and

**WHEREAS**, each \$1.00 of credit issued leverages \$11.37 in direct economic impact, such that the former Michigan Historic Tax Credit programs during their twelve-year history have leveraged \$251 million in Federal historic tax credits that otherwise would not have returned to Michigan, spurred \$1.46 billion in direct rehabilitation activity, and created 36,000 jobs; and

**WHEREAS**, the Michigan Legislature is presently considering Senate Bill 469 and House Bill 5178 that would reinstate an up-to-25 percent investment tax credit for owners of historic residential and commercial properties who substantially rehabilitate their properties.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Jonesville of the State of Michigan endorses and supports both Senate Bill 469 and House Bill 5178 and calls upon the Michigan Legislature to pass this important legislation and Governor Snyder to sign it, in order to stimulate appropriate development and redevelopment and protect the historic character and quality of life of our communities.

**BE IT FURTHER RESOLVED THAT** a copy of this Resolution be forwarded to the Michigan Historic Preservation Network.

AYES:           Members:

NAYS:           Members:

ABSENT:        Members:

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Cynthia D. Means, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Jonesville, County of Hillsdale, Michigan at a Regular Meeting held on the 21<sup>st</sup> day of November, 2018, and that public notice was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

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Cynthia D. Means, Clerk

CITY OF JONESVILLE  
REVENUE AND EXPENDITURE REPORT  
PERIOD ENDING 09/30/2018

DESCRIPTION	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	2018-19 AMENDED BUDGET	% BDGT USED	COMMENTS
<b>Fund 101 - GENERAL FUND</b>				
<b>TOTAL Revenues</b>	<b>574,152.41</b>	<b>1,449,997.76</b>	<b>39.60%</b>	Summer tax collection
<b>Expenditures</b>				
101-CITY COUNCIL	5,655.57	38,000.00	14.88%	
172-CITY MANAGER	25,841.09	105,690.00	24.45%	
191-ELECTIONS	4,215.22	5,150.00	81.85%	August Primary
218-GENERAL OFFICE	48,322.09	200,013.00	24.16%	
247-BOARD OF REVIEW	121.11	1,500.00	8.07%	
253-TREASURER	679.34	2,900.00	23.43%	
257-ASSESSOR	5,400.00	22,100.00	24.43%	
258-DATA PROCESSING/COMPUTER DE	2,452.63	16,525.00	14.84%	
265-CITY HALL	5,352.88	44,867.00	11.93%	
276-CEMETERY	31,367.55	113,328.00	27.68%	
285-FREEDOM MEMORIAL	271.18	2,550.00	10.63%	
301-POLICE DEPARTMENT	84,775.38	327,774.44	25.86%	
336-FIRE DEPARTMENT	24,270.93	138,295.00	17.55%	
410-PLANNING & ZONING COMMISSIO	5,267.28	12,101.00	43.53%	
441-RADIO TOWER PROPERTY	72.45	0.00		To reclass
442-PARKING LOTS	5,249.37	18,515.00	28.35%	
443-SIDEWALKS	31.97	11,380.00	0.28%	
444-DEPT. OF PUBLIC WORKS	4,053.96	18,370.00	22.07%	
448-STREET LIGHTING	9,013.40	32,000.00	28.17%	
526-SANITARY LAND FILL	0.00	6,290.00	0.00%	
751-RECREATION DEPARTMENT	4,210.96	44,515.00	9.46%	
770-PARKS	3,486.67	24,125.00	14.45%	
780-RAIL/TRAIL	1,420.58	9,275.00	15.32%	
858-FRINGE BENEFITS	9,886.54	32,220.00	30.68%	
865-INSURANCE	11,989.00	14,000.00	85.64%	Annual invoice
895-PROMOTIONS	57.33	0.00		
897-OTHER ACTIVITIES	0.00	194,800.00	0.00%	
<b>TOTAL Expenditures</b>	<b>293,464.48</b>	<b>1,436,283.44</b>	<b>20.43%</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>280,687.93</b>	<b>13,714.32</b>		

CITY OF JONESVILLE  
REVENUE AND EXPENDITURE REPORT  
PERIOD ENDING 09/30/2018

DESCRIPTION	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	2018-19 AMENDED BUDGET	% BDGT USED	COMMENTS
<b>Fund 202 - MAJOR STREETS FUND</b>				
<b>TOTAL Revenues</b>	<b>55,476.49</b>	<b>202,917.00</b>	<b>27.34%</b>	
<b>Expenditures</b>				
451-STREET CONSTRUCTION	0.00	0.00		
465-ROUTINE MAINTENANCE	9,267.28	61,000.00	15.19%	
474-TRAFFIC CONTROL	950.92	8,100.00	11.74%	
478-WINTER MAINTENANCE	0.00	21,865.00	0.00%	
900-ADMINISTRATION	0.00	49,562.50	0.00%	
<b>TOTAL Expenditures</b>	<b>10,218.20</b>	<b>140,527.50</b>	<b>7.27%</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>45,258.29</b>	<b>62,389.50</b>	<b>-72.54%</b>	
<b>Fund 203 - LOCAL STREETS FUND</b>				
<b>TOTAL Revenues</b>	<b>206,912.40</b>	<b>265,405.00</b>	<b>77.96%</b>	Summer tax collection
<b>Expenditures</b>				
451-STREET CONSTRUCTION	0.00	110,000.00		
465-ROUTINE MAINTENANCE	10,793.98	117,120.00	9.22%	
474-TRAFFIC CONTROL	87.60	2,464.00	3.56%	
478-WINTER MAINTENANCE	0.00	17,030.00	0.00%	
900-ADMINISTRATION	53.80	127,645.00	0.04%	
<b>TOTAL Expenditures</b>	<b>10,935.38</b>	<b>374,259.00</b>	<b>2.92%</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>195,977.02</b>	<b>(108,854.00)</b>	<b>-180.04%</b>	
<b>Fund 211 - STATE HIGHWAY FUND</b>				
<b>TOTAL Revenues</b>	<b>5,155.84</b>	<b>28,918.00</b>	<b>17.83%</b>	
<b>Expenditures</b>				
465-ROUTINE MAINTENANCE	4,123.12	12,150.00	33.94%	Street sweeping
474-TRAFFIC CONTROL	214.22	1,050.00	20.40%	
478-WINTER MAINTENANCE	0.00	12,150.00	0.00%	
900-ADMINISTRATION	510.92	3,567.00	14.32%	
<b>TOTAL Expenditures</b>	<b>4,848.26</b>	<b>28,917.00</b>	<b>16.77%</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>307.58</b>	<b>1.00</b>	<b>30758%</b>	

CITY OF JONESVILLE  
REVENUE AND EXPENDITURE REPORT  
PERIOD ENDING 09/30/2018

DESCRIPTION	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	2018-19 AMENDED BUDGET	% BDGT USED	COMMENTS
<b>Fund 247 - LOCAL DEVELOPMENT FINANCE AUTHORITY</b>				
<b>TOTAL Revenues</b>	<b>11,306.12</b>	<b>266,955.00</b>	<b>4.24%</b>	
<b>Expenditures</b>				
729-DEVELOPMENT ACTIVITIES	3,383.77	266,087.00	1.27%	
<b>TOTAL Expenditures</b>	<b>3,383.77</b>	<b>266,087.00</b>	<b>1.27%</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>7,922.35</b>	<b>868.00</b>	<b>912.71%</b>	
<b>Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY</b>				
<b>TOTAL Revenues</b>	<b>1,112.98</b>	<b>126,500.00</b>	<b>0.88%</b>	
<b>Expenditures</b>				
442-PARKING LOTS	335.58	19,815.00	1.69%	
443-SIDEWALKS	0.00	2,421.00	0.00%	
729-DEVELOPMENT ACTIVITIES	299.37	41,170.00	0.73%	
733-DOWNTOWN/STREETSCAPE	5,665.17	19,710.00	28.74%	Watering plants
895-PROMOTIONS	984.12	7,915.00	12.43%	
897-OTHER ACTIVITIES	0.00	57,510.00	0.00%	
<b>TOTAL Expenditures</b>	<b>7,284.24</b>	<b>148,541.00</b>	<b>4.90%</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(6,171.26)</b>	<b>(22,041.00)</b>	<b>28.00%</b>	
<b>Fund 301 - GENERAL DEBT SERVICE FUND</b>				
<b>TOTAL Revenues</b>	<b>0.00</b>	<b>159,567.50</b>	<b>0.00%</b>	
<b>Expenditures</b>				
906-MAJOR STREET BOND	0.00	38,412.50	0.00%	
907-D.D.A. BOND	0.00	57,510.00	0.00%	
908-LOCAL STREET BOND	0.00	63,645.00	0.00%	
<b>TOTAL Expenditures</b>	<b>-</b>	<b>159,567.50</b>	<b>0.00%</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>-</b>	<b>-</b>		

CITY OF JONESVILLE  
REVENUE AND EXPENDITURE REPORT  
PERIOD ENDING 09/30/2018

DESCRIPTION	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	2018-19 AMENDED BUDGET	% BDGT USED	COMMENTS
<b>Fund 590 - SEWER SYSTEM FUND</b>				
TOTAL Revenues	188,133.26	813,000.00	23.14%	
Expenditures				
527-SEWAGE DISPOSAL	105,576.11	1,079,971.26	9.78%	
TOTAL Expenditures	105,576.11	1,079,971.26	9.78%	
NET OF REVENUES & EXPENDITURES	82,557.15	(266,971.26)	30.92%	
<b>Fund 591 - WATER SUPPLY SYSTEM FUND</b>				
TOTAL Revenues	88,033.03	3,183,250.00	2.77%	
Expenditures				
536-IRON REMOVAL PLANT	122,927.59	2,735,604.00	4.49%	
537-WATER DISTRIBUTION SYSTEM	14,263.22	528,013.00	2.70%	
TOTAL Expenditures	137,190.81	3,263,617.00	4.20%	
NET OF REVENUES & EXPENDITURES	(49,157.78)	(80,367.00)	-61.17%	
<b>Fund 661 - MOTOR VEHICLE POOL FUND</b>				
TOTAL Revenues	22,192.02	161,600.00	13.73%	
Expenditures				
270-DPW BUILDING AND GROUNDS	2,492.23	24,185.00	10.30%	
896-MOTOR VEHICLE POOL	10,092.55	227,350.00	4.44%	
TOTAL Expenditures	12,584.78	251,535.00	5.00%	
NET OF REVENUES & EXPENDITURES	9,607.24	(89,935.00)	-10.68%	
<b>Fund 703 - CURRENT TAX FUND</b>				
TOTAL Revenues	12.80	-		
TOTAL Expenditures	-	-		
NET OF REVENUES & EXPENDITURES	12.80	-		
TOTAL REVENUES - ALL FUNDS	1,152,487.35	6,658,110.26	17.31%	
TOTAL EXPENDITURES - ALL FUNDS	585,486.03	7,149,305.70	8.19%	
NET OF REVENUES & EXPENDITURES	567,001.32	(491,195.44)	115.43%	



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

**JONESVILLE CITY COUNCIL  
Minutes of October 17, 2018**

A meeting of the Jonesville City Council was held on Wednesday, October 17, 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, Attorney Thompson, Police Chief Lance, Fire Chief Adair, WWTP Superintendent Mahoney, DPW Superintendent Kyser, Finance Director/Treasurer Spahr, Kathie Ackerman, Jim Ackerson, Connie Ackerson, Ellie Ackerson, Bruce Sharp and Bob DeOrsey (Republic Waste).

Councilman Bowman led the Pledge of Allegiance and moment of silence.

A motion was made by Brenda Guyse and supported by Delesha Padula to approve the agenda as presented. All in favor. Motion carried.

A Proclamation was presented to Ellie Ackerson by Mayor Arno for her efforts in organizing the Party in the Park event for the last three (3) years. Ms. Ackerson's leadership has brought an outstanding family-friendly event annually downtown to Carl Fast Park and she is looking to mentor others in carrying on this tradition.

A Proclamation was presented to Kathie Ackerman by Mayor Arno for her efforts behind the improvement of the North Parking lot planters. Her knowledge and assistance were greatly appreciated as she designed the layout and trained volunteers to plant the numerous plants she chose, visiting numerous nurseries finding the best cost-effective plants. Ms. Ackerman also has checked on the welfare of all the plants this summer along with weeding when needed.

A motion was made by David Steel and supported by Jerry Drake to approve Resolution 2018-13 – Authorize Release of the Draft Master Plan for Review and Comment. Roll Call Vote: Ayes: Tim Bowman, Jerry Drake, Brenda Guyse, Delesha Padula, Andy Penrose, David Steel and Gerry Arno. Nays: None. All in favor. Motion carried.

Brenda Guyse made a motion to approve the continued membership with Region 2 Planning Commission and payment of the fiscal year 2019 dues in the amount of \$609.66. Jerry Drake supported the motion. All in favor. Motion carried.

A motion was made by Andy Penrose and supported by Delesha Padula to approve the bid for Wage Compensation Study for the 14 full-time City of Jonesville Employees which was submitted by Rahmberg, Stover and Associates in the amount not to exceed \$7,500.00. All in favor. Motion carried.

Jerry Drake made a motion and was supported by Brenda Guyse to approve the purchase of a Small Dump Truck from the lowest bidders which were Ken Stillwell Ford for the chassis in the amount of \$25,400.36 and Automotive Service Company for the dump bed in the amount of \$10,234.00 for a total of \$35,634.36. All in favor. Motion carried.

A motion was made by Andy Penrose and supported by Delesha Padula to award the lowest bid for Trash and Recycling to Modern Waste Systems, Inc., and that Manager Gray be authorized to negotiate a contract for consideration at the November Council meeting. Council support will allow the company to place an order for the necessary carts and to allow for planning the transition to the new provider. All in favor. Motion carried.

A motion was made by Jerry Drake and supported by Brenda Guyse to schedule a Council Work Session for Wednesday, December 5, 2018 at 6:30 p.m. at the Jonesville City Office. All in favor. Motion carried.

Jerry Drake made a motion to approve the Council Minutes of September 24, 2018 with one noted correction. Brenda Guyse supported the motion. All in favor. Motion carried.

Andy Penrose made a motion and David Steel supported the motion to approve the Accounts Payable for October 2018, in the amount of \$131,774.94. All in favor. Motion carried.

Manager Gray provided updates on the following: Cemetery Report, Lead and Copper ruling, MDOT 2019 Signal Project and Reading Avenue Extension Project.

Updates were given by Department Heads and Council Members.

Mayor Arno adjourned the meeting at 7:29 p.m.

Submitted by,

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Cynthia D. Means  
Clerk

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Gerald E. Arno  
Mayor

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CITY OF JONESVILLE  
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Vendor	Description	Amount
A & J COFFEE SERVICE	CITY HALL - OPERATING SUPPLIES	44.35
APOLLO FIRE EQUIPMENT CO.	JFD - SCBA BOTTLES	8,710.00
	JFD - FIRE BOOTS	180.38
	JFD - BADGES	64.85
	JFD - BADGES	204.29
	9,159.52	
ARNO, VICKY L.	ELECTION INSPECTOR/GENERAL ELECTION/11-06-18	177.20
ASSOC OF PUB TREAS OF US & C	SPAHR - MEMBERSHIP RENEWAL	145.00
AT&T	LOCAL/LONG DISTANCE	1,801.35
BAILEY, HODSHIRE & CO, PC	2018 AUDIT	3,550.00
BARRETT, JILL ANN	ELECTION INSPECTOR/GENERAL ELECTION/11-06-18	184.50
BECKER & SCRIVENS, INC.	SIDWALKS - CONCRETE	1,454.00
	SIDWALKS - CONCRETE	273.38
	SIDWALKS - CONCRETE	775.00
	SIDWALKS - CONCRETE	972.00
	CEMETERY - WALL BLOCKS	220.00
	3,694.38	
BIOTECH AGRONOMICS, INC.	WWTP - BIOSOLIDS LAND APPLICATION	13,024.20
BLONDE EVAN	UB refund for account: 000362-04	13.12
BRINER OIL CO., INC.	MVP - BULK TANK	153.14
	MVP - BULK TANK	346.95
	JFD - GASOLINE	50.35
	JFD - GASOLINE	135.32
	MVP - BULK TANK	262.60
	948.36	
BRONNER'S CHRISTMAS WONDERLA	DDA - CHRISTMAS BULBS	180.86
BROOKS, JAMIE	CITY HALL CLEANING SERVICE	100.00
	JPD CLEANING SERVICE	100.00
	200.00	
BS&A SOFTWARE	ASSESSING ANNUAL SUPPORT FEE	744.00
BUTTERS EXCAVATING & LAWN CA	SEXTON/CEMETERY SERVICES	6,637.27
CEM SUPPLY, INC.	WWTP - REPAIRS	111.48
CLARK ELECTRIC, INC.	WWTP - TRICKLING FILTER PUMP REPAIR	3,900.00
	WATER - FLOW METER	10,270.30
	14,170.30	
CONSUMERS ENERGY	DDA BUILDING ELECTRICITY	418.51
	DDA BUILDING ELECTRICITY	727.28
	IRON REMOVAL PLANT ELECTRICITY	2,638.54
	500 IND PKWY SPRINKLER METER	26.51
	WWTP ELECTRICITY	3,947.74
	JPD ELECTRICITY	183.60
	DOWNTOWN/STREETSCAPE LIGHTS	591.99
	CITY-WIDE STREET LIGHTS	2,782.05
	FREEDOM MEMORIAL ELECTRICITY	38.75
	CEMETERY ELECTRICITY	27.67
	DDA - METERED PKG LOT LIGHTS	88.03
	FAST PARK ELECTRICITY	49.35
	CITY HALL SECOND FLOOR ELECTRICITY	24.22
	EMERGENCY SIREN ELECTRICITY	24.86
	JFD TRAINING ROOM ELECTRICITY	54.72
	JFD TRUCK BAY ELECTRICITY	136.67
	RADIO TOWER ELECTRICITY	29.96
	CITY HALL ELECTRICITY	185.77
	DPW ELECTRICITY	84.72
	WRIGHT ST PARK ELECTRICITY	25.89
	598 IND PKWY SPRINKLER METER	24.48
	WATER TOWER ELECTRICITY	61.36
	100 DEAK PKWY SPRINKLER METER	28.19
	DDA - UNMETERED PARKING LOT LIGHTS	23.63
	12,224.49	
COUNTRYSIDE TROPHIES	CERTIFICATE PLAQUES	180.00
CURRENT OFFICE SOLUTIONS	OFFICE SUPPLIES	7.27

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Vendor	Description	Amount
	OFFICE SUPPLIES	9.84
	OFFICE SUPPLIES	7.89
	OFFICE SUPPLIES	65.10
	OFFICE SUPPLIES	(4.19)
	OFFICE SUPPLIES	(4.69)
	OPERATING SUPPLIES	145.90
	COPIER MAINTENANCE	142.00
		369.12
DICKINSON WRIGHT PLLC	LEGAL FEES - REC MARIJUANA CONSORTIUM	700.00
DIVERSIFIED TREE DIGGING	PARK - SERBIAN SPRUCE TREE	600.00
DORNBOS SIGN & SAFETY INC	BAKER'S - PRIVATE PROPERTY SIGNS	65.40
FASTENAL	MAJOR STS - PAINT	15.96
FERGUSON WATERWORKS	WATER - NEW METERS	372.76
FIRST NATIONAL BANK OMAHA	DDA - FALL DISPLAY	290.77
	STAMPED ENVELOPES/CONFERENCES/MEMBERSHIP RENEWALS	2,727.23
		3,018.00
FISHER SCIENTIFIC	WWTP - SUPPLIES	133.95
FLEIS & VANDENBRINK ENG, INC	WATER IMPROVEMENT PROJECT	26,377.50
GALLS	JPD - UNIFORMS	(47.99)
	JPD - UNIFORMS	(176.97)
	JPD - UNIFORMS	386.91
	JPD - UNIFORMS	51.98
	JPD - UNIFORMS	218.34
	JPD - UNIFORMS	158.93
		591.20
GODFREY BROS., INC.	MVP - LEAF VAC REPAIRS	12.15
GRIFFITHS MECH CONTRACTING,	WWTP - GAS SERVICE UPGRADE	3,639.00
HAYWARD, WILLIAM	DDA - FALL DISPLAY	270.00
HILLSDALE COUNTY ROAD COMM.	MAJOR ST - ENGINEERING SERVICES	10,000.00
	20% MATCH - JONESVILLE/JERMAINE/ADRIAN ST PAVING	49,580.13
		59,580.13
HOWELLS MECHANICAL SERVICE I	DPW - NEW SHOP FURNACE	3,750.00
HUGHES, ED	WATER TREATMENT TRAINING	240.06
	C & D PREP CLASSES	77.39
	MILEAGE - C AND D-3 EXAMS	161.32
		478.77
HYDROCORP, INC	WATER CROSS CONNECTION PROGRAM	520.00
JAKE'S CONCRETE LLC	WRIGHT ST SIDEWALK REPAIR	591.00
JONES & HENRY ENGINEERS, LTD	SAW GRANT	10,025.00
JONESVILLE HARDWARE	SUPPLIES/REPAIRS	330.46
JONESVILLE LUMBER	JPD - ROOF REPAIRS	23.74
JONESVILLE, CITY OF	CITY HALL WATER & SEWER	45.60
	DDA - DRINKING FOUNTAIN	35.67
	JFD WATER/SEWER	118.84
	JPD WATER/SEWER	45.60
	DPW WATER/SEWER	45.60
	WWTP WATER/SEWER	139.19
	WRIGHT ST PARK WATER/SEWER	47.26
		477.76
KAST, LISA M.	ELECTION INSPECTOR/GENERAL ELECTION/11-06-18	180.69
KEN STILLWELL FORD-MERCURY,	JPD - 16 FORD REPAIRS	455.27
KING MARGIE	UB refund for account: 000555-04	16.71
LOVINGER & THOMPSON, P.C.	LEGAL FEES	30.00
M & M PAVEMENT MARKING	MAJOR & LOCAL STREET STRIPING	1,363.01
MICH ASSOC OF CHIEFS OF POLI	JPD - ACCREDITATION TRAINING	25.00
MICHIGAN GAS UTILITIES	IRP GAS SERVICE	48.98
	DPW GAS SERVICE	45.68
	WWTP GAS SERVICE	66.17
	CITY HALL GAS SERVICE	37.50
	GAS LIGHT SERVICE	57.91
	POLICE DEPT GAS SERVICE	39.43
	FIRE DEPT GAS SERVICE	40.40

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<u>Vendor</u>	<u>Description</u>		<u>Amount</u>
		336.07	
MICHIGAN LAWN & LANDSCAPE	MOWING/LEAF SERVICES		2,663.03
MICHIGAN MUNICIPAL LEAGUE	CDL DRUG CONSORTIUM		280.00
NORM'S TIREMAN	LEAF VAC TIRE REPAIR		76.00
NORTH EAST FABRICATION CO, I	MVP - LEAF VAC BOOM REPAIR		105.00
PEERLESS-MIDWEST, INC.	WATER - ANNUAL PUMP AND WELL TESTING		1,260.00
PERFORMANCE AUTOMOTIVE	JFD/MVP - SUPPLIES & REPAIRS		255.19
PET WASTE ELIMINATOR	PARKS - PET WASTE BAGS		96.99
POSTMASTER	UTILITY BILLS/NOVEMBER		230.72
POWERS CLOTHING, INC.	JPD - ALTERATIONS/WWTP - FREIGHT		41.61
POWERS KEITH	UB refund for account: 001051-02		22.81
REGION 2 PLANNING COMMISSION	FY2019 MEMBERSHIP DUES		609.66
REPUBLIC WASTE SERVICES #249	JPD/JFD - TRASH/RAIL TRAIL - RECYCLING		185.00
	TRASH SVC - PARKS/DOWNTON		105.00
	TRASH SVC - OFC/DPW/WWTP		90.00
		380.00	
RYAN FRED	UB refund for account: 000986-02		16.72
SCHARP, JO ANN	ELECTION INSPECTOR/GENERAL ELECTION/11-06-18		184.50
STATE OF MICHIGAN	WATER - WSSN ANNUAL FEE		1,338.05
	WATER - WSSN FEE/ADD'L PARAMETERS		835.35
		2,173.40	
SUPERFLEET MASTERCARD PROGRA	GASOLINE		1,272.78
SUPERIOR SWEEPING SERVICE IN	STREET SWEEPING		2,791.92
TRACTOR SUPPLY CREDIT PLAN	WATER - SUPPLIES		29.98
TREMAINE, GERALD/DBA GLT CON	JERMAIN/MAUMEE/EAST ST SIDEWALKS		4,694.15
UNIFIRST CORPORATION	MVP - SHOP TOWELS		27.47
	WWTP - UNIFORM RENTAL		32.44
	WWTP - UNIFORM RENTAL		32.44
	WWTP - UNIFORM RENTAL		32.44
	MVP - SHOP RAGS		27.47
	CITY HALL/JPD FLOOR MATS		48.75
	WWTP - UNIFORMS		44.20
	WWTP - UNIFORMS		32.44
	MVP - SHOP RAGS		27.47
		305.12	
USA BLUEBOOK	WWTP - SUPPLIES		365.13
	WWTP - SPECTROPHOTOMETER		4,638.84
		5,003.97	
USALCO LLC	WWTP - OPERATING SUPPLIES		4,421.27
VERIZON WIRELESS	DPW CELL PHONE		25.00
	JPD/DPW-CELL PHONES/JPD IN-CAR MODEM		176.22
	JPD/DPW-CELL PHONES/JPD IN-CAR MODEM		175.62
		376.84	
WALMART COMMUNITY/SYNCB	JPD/WWTP OPERATING SUPPLIES		98.97
WELLS EQUIPMENT SALES, INC.	MVP - TRUCK 3 REPAIRS		17.26
WORKHEALTH	DPW - DOT PHYSICAL/JFD - PHYSICAL		123.00
	Total:	209,069.92	

# Jonesville Fire Department Report

2018

[illegible]

# YEAR SUMMARY 2018

Month	CITY	SCRIP	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	5	2	3	8	3
JUNE	2	0	3	2	4
QUARTER TOTAL	18	4	8	16	11
JULY	1	1	2	6	5
AUGUST	5	2	3	1	4
SEPTEMBER	1	4	1	12	2
QUARTER TOTAL	7	7	6	19	11
OCTOBER	4	0	2	3	4
NOVEMBER					
DECEMBER					
QUARTER TOTAL					
YEAR TOTAL					

Notes:

# **MONTHLY OPERATING REPORT**

## **October 2018**

**SUBMITTED: November 6, 2018**

### **WATER FLOW**

MAXIMUM	762,000
MINIMUM	147,000
AVERAGE	288,400
TOTAL	8,940 MG

### **WASTEWATER FLOW**

MAXIMUM	284,900
MINIMUM	235,800
AVERAGE	261,300
TOTAL	8.0991 MG

### **CALLOUTS:**      **None**

Note: The water tower was taken out of service on September 16 for painting and for normal maintenance. Pressure relief valves were placed around town and water was pumped to waste to maintain proper pressure throughout town. It was put back in service on October 6, 2018. A calculated total of 12.235 million gallons was wasted. This was an annual daily average of 0.6118 million gallons per day. The tower was out of service for 20 days. The Department of Public Works flushed hydrants for 6 days in October. The total amount to waste was 0.437 million gallons or 73,000 gallons per day.

### **OPERATION & MAINTENANCE**

The plant was in compliance with the NPDES permit limitations during the month of October 2018. The flow meter that controls flow during the backwash cycle placed back in service in the middle of the month and the operation seems to be slowly recovering. We may have to replace some of the pressure filter media this spring because of the unchecked pump flow during backwash.

All plant maintenance was completed.

The State of Michigan collected samples for PFAS (Per and Polyfluoroalkyl Substances) on the City water system. We have not yet received the results.

Third quarter drinking water invoices were calculated and submitted to City Hall. The total amount was \$3,060.00. Another \$740.00 in walk in business was also submitted.

The drip traps on the methane gas lines were replaced. Methane gas is wet and corrosive and the drip traps had deteriorated beyond repair. Plant Staff served as general labor for the strawmahal construction project in Fast Park

259,500 gallons of digested biosolids were applied to area farm land in accordance with the rules and regulations promulgated by the Michigan Department of Environmental Quality. The annual Biosolids report was completed and submitted to the MDEQ.

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



## **PLANT EFFICIENCY—October 2018**

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

#### **NPDES Permit Limit in October 2018—20 mg/l Monthly Average**

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

*Jonesville Monthly Average—4.0 mg/l*

*Average Percent Removal from the Raw Wastewater—97.6 %*

### **Total Suspended Solids**

#### **NPDES Permit Limit in October 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— 3.2 mg/l*

*Average Percent Removal from the Raw Wastewater—95.9%*

### **Total Phosphorus**

#### **NPDES Permit Limit in October 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—0.5 mg/l*

*Average Percent Removal from the Raw Wastewater—88.1%*

### **Ammonia Nitrogen**

#### **NPDES Permit Limit in October 2018—7.0 mg/l Daily Maximum**

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

*Jonesville Monthly Average—0.130 mg/l*

*Average Percent Removal from the Raw Wastewater—99.4%*

*Jonesville Daily Maximum—0.701*

Rick Mahoney

# Jonesville Dept of Public Works

## October 2018

### Monthly Report

	Maintenance	Salt	Chloride	Sand	COLD MIX
STATE HIGHWAYS	0 HR DT 0 HR OT	0 Ton	0 Bag	0 Yd.	0 Ton
MAJOR ROADS	0 HR DT 0 HR OT	0 Ton	0 Bag	0 Yd.	1/4 Ton
LOCAL ROADS	0 HR DT 0 HR OT	0 Ton	0 Bag	0 Yd.	1/4 Ton
PARKING LOTS	0 HR DT 0 HR OT	0 Ton	0 Bag	0 Yd.	0 Ton
POLICE STATION	0 HR OT	0 Ton	0 Bag	0 Yd.	
FIRE DEPARTMENT	0 HR OT	0 Ton	0 Bag	0 Yd.	
DPW DEPT	0 HR OT				
Sewer	0 HR OT				
	0 HR DT 0 HR OT			0 Yd.	
WATER	0 HR OT				
State Police	0 HR OT	0 Ton	0 Bag	0 Yd.	

**There were 0 call outs.**

We have been doing the Yard Waste Collection.

The leaf vac is ready for leaf season.

We cold patch Major and Local Streets.

We started on the west side wall at the Cemetery.

The sprinkler systems for the DDA & LDFA were winterized.

The Wright Street bathrooms & concession stand were winterized.

Sidewalks were repaired on Jermaine, Maumee, East & Wright Street.

The new dump truck chassis was ordered from Stillwell Ford.

Howell's Mechanical installed a new furnace in the heated bay at the DPW building.

Diversified Tree Digging place the new pine tree in Fast Park.

Fire hydrants were flushed for the fall flushing.

The Transportation Asset Management report was turned into the State.

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 OCTOBER 2018

Total reports written: 98

Robbery: 1

Assault and Battery: 1

B&E: 1

Non-Violent Domestic: 7

Malicious Destruction of Property: 1

Child Neglect: 1

Larceny: 2

Drug Law Violation: 1

Retail Fraud: 6

Obstructing Justice: 1

Public Roadway Accidents: 6

Private Property Accidents: 4

Other Arrests: 7 (warrants, traffic-DWLS/Revoked, etc.)

Civil Matter/Family Disputes: 4

Medical Emergency: 13

Alarms: 7

Nuisance Animals: 1

Trespass: 2

Suspicious Situations: 11

General Assistance: 16

Traffic/Moving Violations: 51

Warrants Received from Prosecutor: 8

October Patrol Shift Coverage: 90 %



RECEIVED  
OCT 22 2018

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

RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
PUBLIC SERVICE COMMISSION  
NORM SAARI  
COMMISSIONER  
SALLY A. TALBERG  
CHAIRMAN  
RACHAEL EUBANKS  
COMMISSIONER

SHELLY EDGERTON  
DIRECTOR

October 15, 2018

To Cities/Villages/Townships:

This letter is being sent to franchise entities (municipalities) within the state of Michigan regarding Public Act 480 of 2006, the Uniform Video Services Local Franchise Act (the Act). The Michigan Public Service Commission (MPSC) is the agency designated to implement the Act. Pursuant to Section 12(2) of the Act, the MPSC shall file an annual report to the Governor and Legislature that includes information on the status of video service competition in Michigan.

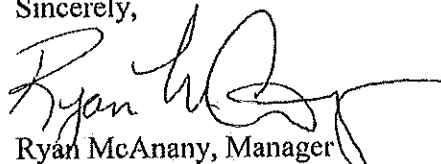
To assist MPSC Staff with gathering information for the report, please complete our electronic survey, which is located at [michigan.gov/mpsc](http://michigan.gov/mpsc). Beginning **October 19, 2018**, click on the Video/Cable link on the left side of the webpage and look for the survey in the Spotlight section. Please submit your responses to the survey by **November 16, 2018**. *Please note that the survey will not be available on the website after November 16, 2018.*

The survey is quick and easy and should take only a few minutes of your time. It is important that MPSC Staff receives feedback from franchise entities. Your feedback will help to provide MPSC Staff with a better insight of the video/cable issues that may be occurring in your community. While MPSC Staff cannot provide you with answers to the survey questions, please contact me if you require clarification regarding the questions being asked.

In addition to the survey, please find attached two Consumer Tips that provide information regarding filing a video/cable complaint with the MPSC. One is relevant to customers, the other to a municipality. We would encourage you to share this information with your residents. You may also find the complaint information online at [michigan.gov/mpsc](http://michigan.gov/mpsc) by clicking on the Video/Cable link. You may consider posting the MPSC contact information and/or a link to our Consumer Tips to your community's webpage.

Your cooperation in submitting your survey answers to our office is greatly appreciated. Should you have any questions, please contact Jennifer Callahan at (517) 284-8205 or by email at [callahanj@michigan.gov](mailto:callahanj@michigan.gov).

Sincerely,

  
Ryan McAnany, Manager  
Telecommunications Division

Attachments

## Filing a Video/Cable Complaint

### The MPSC's role in handling video/cable television complaints

On December 21, 2006, Governor Granholm signed legislation to promote competition for video services in the state of Michigan. Public Act 480 of 2006, or as it is more commonly known, the "Uniform Video Services Local Franchise Act" charges the Michigan Public Service Commission (MPSC) with implementing the Act. The MPSC now has the responsibility to handle cable inquiries and complaints.

### Are you having a problem with your video/cable television provider?

If you are experiencing problems with your provider, you should first contact your provider and attempt to resolve your dispute with them.

### Not satisfied? File an informal complaint with the MPSC

If you are dissatisfied with the provider's response, or the dispute is not resolved to your satisfaction, you may file an informal complaint with the MPSC.

### How does the informal complaint process work?

- A customer contacts the MPSC with a video/cable television complaint.

- MPSC Staff forwards the complaint to the provider & informally mediates (if necessary) between the provider and the customer.

The provider is allowed up to 10 business days (under normal circumstances) to respond and provide a detailed resolution to both the customer and the MPSC.

### Still not satisfied? File a formal complaint and request a hearing

If you remain dissatisfied even after the Staff has completed the informal complaint process, you may file a Formal Complaint.

A customer will be permitted to file a formal complaint **only after**:

- the informal complaint process has been completed; and
- a satisfactory resolution has not been reached between the provider and the customer.

To request a formal hearing, prepare a letter of complaint explaining the problem. Send the original and seven (7) copies of the letter/complaint to the MPSC at the following address:

**Executive Secretary  
MPSC  
P.O. Box 30221  
Lansing, MI 48909**

The written complaint must contain the following information:

- customer name, address, telephone number, and signature;
- the name and address of the provider with whom there is a disagreement;
- the location/address of the disputed action;
- the time and dates of the disputed actions;
- a description of exactly what happened – include all details, the names and addresses of any persons involved, disputed charges and costs.

Identify the specific section(s) of the Video Act that are alleged to have been violated and state sufficient facts to support the alleged violation(s). Specify the relief requested.

#### **Next Action**

MPSC Staff will review the formal complaint, and if the disputed amount is under \$5,000 and all required information is included, the Commission shall appoint a mediator within seven (7) business days of the date the complaint is filed. Mediation may include a review of the complaint and discussions with the customer and company. If through this process the customer and company are still unable to agree, the mediator will issue a recommended solution within 30 days from the date of appointment. The customer and company have 10 days to either accept or reject the recommendation. If the customer or company rejects the solution, the complaint proceeds to a formal hearing. If the dispute involves an amount over \$5,000, it proceeds directly to a contested case hearing with no prior mediation.

#### **Formal Complaint Hearing Process**

A formal complaint hearing is a trial-like proceeding. This means that the customer, the cable company, and MPSC Staff will come before an administrative law judge. A formal complaint

proceeding is separate from any informal proceeding related to the problem that may have taken place. Lawyers represent the cable company. Customers may hire a lawyer, represent themselves (excluding some businesses), or bring someone to assist them. The customer must present information and witnesses, to prove or justify his/her position. The MPSC cannot provide a lawyer or pay any legal fees. After the hearing, the judge will issue a proposed decision. However, the MPSC will make the final decision, and will issue its decision in a MPSC order. During this process the customer and the company may continue to try to settle the problem. However, the MPSC must approve any agreement that is reached.

#### **Required Costs**

If the customer or company rejects the mediator's decision and is found by MPSC order to be at fault, that party will be responsible for the legal costs of the other party. If both the customer and the company reject the mediator's decision, each party pays their own legal costs.

#### **For more information:**

For more information about filing a complaint, PA 480, or the dispute resolution process, go to the MPSC website at: [michigan.gov/mpsc](http://michigan.gov/mpsc). Click on the video/cable button.

#### **You may also contact the MPSC at:**

Telecommunications Division  
Attn: Video Franchising  
P.O. Box 30221  
Lansing, MI 48909

Phone: (800) 292-9555  
Fax: (517) 284-8200

#### **Filing Satellite Complaints**

The Federal Trade Commission (FTC) at: (877) 382-4357 or [ftc.gov](http://ftc.gov) handles satellite complaints/inquiries.

## Dispute Resolution: Franchise Entity (Municipality) or Provider vs. Provider

### The Michigan Public Service Commission's (MPSC) role in informal and formal video/cable television complaints:

Public Act 4 of 2009 — Providing a dispute resolution process for complaints between municipalities or providers and cable providers.

### Who can file an informal complaint on behalf of a municipality/provider?

A municipality/provider may speak on behalf of itself when filing an informal complaint. Legal representation is not required until a formal complaint is filed.

### What does a municipality/provider need to do to file an informal complaint?

The municipality/provider shall file a written notice of the dispute with the MPSC.

### What information is required in the notice of dispute?

- Identifying the nature of the dispute.
- Language that requests an informal dispute resolution process.
- Language stating the other party has been served the notice of the dispute.

### What happens after the notice is filed?

Commission staff will conduct an informal

mediation with both parties in an attempt to resolve the dispute.

### What if the dispute is not resolved with informal mediation?

If a satisfactory resolution to the dispute is not achieved any named party in the complaint may file a formal complaint.

### How does the formal complaint process begin?

A representative submits the following, in writing, to the commission:

- Information that states the section(s) of the public act or franchise agreement that was allegedly violated.
- Sufficient facts to support the allegations.
- The relief requested.
- All information— testimony, exhibits and other documents— in possession the party intends to rely on to support the complaint.

### How does the formal complaint process proceed?

- Once the complaint is filed each party has ten days to agree on alternative means to resolve the complaint.
- If no agreement is reached within 10 days, the Commission shall order mediation.
- Within 60 days from the date mediation is ordered, the mediator shall issue a recommended settlement.

### **What happens after the proposed settlement is presented?**

- Each party shall file, with the Commission, a written acceptance or rejection of the recommended settlement within 7 days.
- If the parties accept the recommendation, then the recommendation shall become the final order.
- If a party rejects or fails to respond within 7 days to a proposed settlement, then the complaint will proceed to a contested case hearing.
- A party that rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing.

### **What is the format of a contested case hearing?**

A contested case hearing is provided under section 203 of the Michigan telecommunications act, 1991 PA 179, MCL 484.2203

[www.legislature.mi.gov/\(S\(ytxbgg55qxrifz45wc3nmuim\)\)/mileg.aspx?page=GetMCLDocument&objectname=mcl-484-2203a](http://www.legislature.mi.gov/(S(ytxbgg55qxrifz45wc3nmuim))/mileg.aspx?page=GetMCLDocument&objectname=mcl-484-2203a)

### **For more information:**

For more information about filing a formal complaint, Public Act 480, or the dispute resolution process (PA 4 of 2009), go to the MPSC website at: [michigan.gov/mpsc](http://michigan.gov/mpsc); click on the [video/cable](#) tab.

### **You may also contact the MPSC at:**

Telecommunications Division  
Attn: Video Franchising  
7109 W. Saginaw Hwy.  
P.O. Box 30221  
Lansing, MI 48909

Phone: (800) 292-9555

Fax: (517) 284-8200

### **Online Formal Complaint Form:**

Complaints can be filed online via the video/cable web site.

[michigan.gov/mpsccomplaints](http://michigan.gov/mpsccomplaints)





RECEIVED  
NOV 15 2018

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

November 12, 2018

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

RE: Important Information—Price Changes

Dear City Manager:

All of us at Comcast are committed to delivering the entertainment and services our customers in Jonesville rely on today, and the new experiences they will love in the future. As we continue to invest in our network, products and services, the cost of doing business rises. One of our largest costs, and one that continues to increase, is the fees we pay to programmers so that we can continue to offer the best in entertainment, news and sports. As a result, starting January 1, 2019, prices for certain services and fees will be increasing, including the Broadcast TV Fee and Regional Sports Fee. Please see the enclosed price list for more information.

While some prices may increase, we continue to invest in technology to drive innovation. We are working hard to bring our customers great value every day and exciting new developments in the near future, including:

- Talk to the X1 Voice Remote to navigate content
- We offer the first talking TV guide for those with visual disabilities
- Netflix, YouTube, Pandora, and Sling TV and more apps are available on X1
- We continue to make customer interactions simpler with more all-digital tools as an alternative to visiting a store or calling.
- Speed upgrades allowing us to offer the fastest Internet speeds to the most homes in the country
- Control of home WiFi from anywhere, on any device, with xFi
- 19 million Xfinity WiFi hotspots available nationwide

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 517-334-5686.

Sincerely,

John P. Gardner  
Director, External Affairs  
Comcast, Heartland Region  
1401 E. Miller Rd.  
Lansing, MI 48911

Enclosure

# Important Information Regarding Your Xfinity Services and Pricing

Hillsdale

RECEIVED  
NOV 15 2018  
BY:-----

Effective January 1, 2019

## Double Play Packages

	Current	New
Internet Plus	\$79.95	\$82.95
Internet Plus Instant TV	\$79.95	\$82.95
Blast Plus	\$99.95	\$102.95

## Xfinity TV

	Current	New
Broadcast TV Fee	\$7.75	\$9.50
Regional Sports Fee	\$6.75	\$8.25
Service to Additional TV with TV Adapter	\$5.99	\$6.99

## Xfinity TV Equipment

	Current	New
CableCARD	\$1.50	\$0.00

## Installation

	Current	New
Professional Installation	\$60.00	\$70.00
In-Home Service Visit	\$60.00	\$70.00

## Reactivation

	Current	New
Reactivation - Home	N/A	\$6.00

## Xfinity Internet/Video

	Current	New
Internet/Voice Equipment Rental	\$11.00	\$13.00



October 24, 2018

RECEIVED  
OCT 29 2018

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

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

RE: Important Information—Channel Lineup Changes

Dear City Manager:

I am contacting you today regarding upcoming programing changes. Customers have been notified of these changes via bill message.

MSNBC is now available on the Digital Starter Tier on channels 49, 376, and 1113.

If I can be of any further assistance, please contact me at 517-334-5686.

Sincerely,

John P. Gardner  
Director, External Affairs  
Comcast, Heartland Region  
1401 E. Miller Rd.  
Lansing, MI 48911