265 E. Chicago Street • Jonesville • MI 49250

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

CITY OF JONESVILLE COUNCIL AGENDA MAY 15, 2019 - 6:30 P.M. CITY HALL

- 1. CALL TO ORDER / PLEDGE OF ALLEGIANCE / A MOMENT OF SILENCE
- 2. APPROVAL OF AGENDA
- 3. PUBLIC COMMENTS / AUDIENCE PRESENTATIONS

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

- 4. PRESENTATIONS AND RECOGNITIONS
 - A. None
- 5. PUBLIC HEARING AND SUBSEQUENT COUNCIL ACTION
 - A. None
- 6. REPORTS AND RECOMMENDATIONS

A.	Consider Contract – Water Meter Replacements	[Action Item]
В.	Appointment of Officers – Jonesville Fire Department	[Action Item]
C.	Resolution 2019-13 – Utility Billing Rates and Fees	[ROLL CALL] [Action Item]
D.	Schedule a Special Meeting: Fiscal Year 2019-20 Budget	[Action Item]
E.	Schedule Public Hearings: Fiscal Year 2019-20 Budget and Truth in Ta	xation [Action Item]
F.	Electronic Council Packets	[Action Item]

- 7. COUNCIL MINUTES
 - A. Consider minutes of the April 17, 2019 Regular Meeting

[Action Item]

- 8. ACCOUNTS PAYABLE
 - A. Accounts Payable for May 2019 totalling \$141,954.69

[Action Item]

- 9. DEPARTMENT REPORTS
 - A. Fire Department Chief Adair
 - B. Water/Wastewater Treatment Plant Superintendent Mahoney
 - C. Department of Public Works Superintendent Kyser
 - D. Police Department Chief Lance
 - E. Cash Report Finance Director Spahr
- 10. ADJOURNMENT to Fiscal Year 2019-20 Budget Work Session

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To: Jonesville City Council

From: Jeffrey M. Gray, City Manager

Date: May 10, 2019

Re: Manager Report and Recommendations – May 15, 2019 Council Meeting

6. A. Consider Contract - Water Meter Replacements

[Action Item]

Following the receipt of favorable bids for the completion of a radio read water meter system, staff researched options to accomplish installation of the technology at customer meters in a single fiscal year. Staff has received two quotes for the service, with the low quote coming from HydroCorp. Total cost of the contract will be less than \$60,000. The expense would be paid for from water fund reserves. The advantage hiring the work is the ability to fully implement the new system relatively quickly; HydroCorp would also conduct a visual inspection of the service line material that enters the building, as is required under the State's new Lead and Copper Rules. If the contract is not awarded, meter installs would be completed by DPW staff over a three-year period. I recommend a motion to award the contract to HydroCorp and to authorize the City Manager to execute the same. *Please refer to the attached contract for service*.

6. B. Appointment of Officers – Jonesville Fire Department

[Action Item]

Due to the resignation of two officers, the Jonesville Fire Department held an election on Tuesday, May 7th. The Department is recommending that former Captain Rick Riggs be promoted to Assistant Chief. The Department recommends Scott Lucas to serve as Captain and Kurtis Bulloch to serve as Lieutenant. Each of the officers will serve the balance of a four-year term through April of 2022, effective upon appointment by Council. Dean Adair will continue to serve as Chief. I recommend that the council concur with the Department recommendations and appoint the officers. *Please refer to the attached Election Results prepared by Chief Adair*.

6. C. Resolution 2019-13 – Utility Billing Rates and Fees [ROLL CALL] [Action Item]

The Utility Rate Resolution is typically approved in June with adoption of the Fiscal Year budget. However, the USDA requires that new rates be approved prior to loan closing on the loan for the Water System Improvement Project. Rates would be effective at the start of the new fiscal year on July 1. The rate schedule has been recommended by the City's Financial Advisor and reflects a 10% increase in the minimum water charge and the water commodity charge. This is significantly less than the 25% originally forecast during the review last winter. The reduction is due to refinement of the project and receipt of final bid costs, as well as a proposed \$25,000 annual LDFA contribution. The rate schedule will be reviewed by the Council Budget Committee at their meeting on the morning of May 13th and the LDFA board on the morning of May 15th. Any changes that result from those meetings will be made prior to the Council meeting.

The resolution also calls for a CPI increase in sewer rates of 1.9%. If the rates are approved as proposed in the resolution, the minimum residential water bill (including up to 2,000 gallons of water) would increase \$1.76 per month. The average residential bill for 4,000 gallons of water would increase by \$2.50. I recommend a motion to approve the final version of the resolution. A roll call vote is needed to approve the resolution. Please refer to the attached copy of Resolution 2019-13.

Manager Report and Recommendations May 15, 2019 Council Meeting Page 2 of 2

- 6. D. Schedule a Special Meeting: Fiscal Year 2019-20 Budget [Action Item] I recommend that Council schedule a Special Meeting for Wednesday, May 29, 2019, 6:30 p.m. at City Hall, for the purpose of discussing the Fiscal Year 2019-20 budget. The General Fund, Sewer Fund, Water Fund and DDA will be included in the review. Department Heads will attend the meeting to discuss their proposed budgets and to answer questions. Other timely business will be scheduled at the meeting, if necessary. A motion is necessary to set the Special Meeting.
- 6. E. Schedule Public Hearings: Fiscal Year 2019-20 Budget and Truth in Taxation [Action Item] I recommend that Council schedule public hearings regarding the proposed Fiscal Year budget for July 1, 2019 through June 30, 2020 and Truth in Taxation at the June 19, 2019 regular meeting at the Jonesville City Hall, 265 E. Chicago Street, Jonesville, MI. The property tax rate of 16.388 mills (unchanged) will be the subject of the hearings. The proposed budget will be available for public review at City Hall during regular business hours following the May 29th special meeting. A motion is necessary to schedule the hearings.

6. F. Electronic Council Packets [Action Item] Staff will have a sample tablet available at the meeting for viewing that is recommended for implementation of electronic packets. If Council is comfortable with the device, an order will be placed for purchase of additional devices. Staff is working with the City Attorney to develop a device policy. The policy would be put in place at the time of implementation of the new tablets, hopefully in June or July. If Council is comfortable with this course of action, a motion to direct staff to proceed would be in order.

Correspondence:

- > Representative Eric Leutheuser re: State Historic Tax Credits
- > Representative Eric Leutheuser re: Tax and Policy Topics



THE SAFE WATER AUTHORITY...

April 25, 2019

Jeffrey M. Gray City Manager City of Jonesville 265 E. Chicago Street Jonesville, MI 49250

Dear Mr. Gray:

Based on our recent correspondence, we have prepared a proposal that will meet your specific Meter Exchange Program needs. Also, included within this package is our standard Professional Services Agreement. For your convenience, this presentation has been divided into three sections. They include:

- Scope of Work
- Pricing Matrix
- **♦** Professional Services Agreement
- **♦** References

This proposal is based upon completing approximately **788 Residential and Non-Residential** meter replacements at residential and non-residential locations located within the City and served by the City of Jonesville public water supply.

If you have any questions regarding the proposal or if you need any additional information, please feel free to contact me directly at 248.250.5022 or via email at **ppatterson@hydrocorpinc.com**. We look forward to working with you and your staff on this project.

Sincerely,

Paul M. Patterson Patterson

Digitally signed by Paul M. Patterson Date: 2019.04.25 14:44:02 -04'00'

Paul M. Patterson Vice President

PROPOSAL

DEVELOPED FOR

Jeffrey M. Gray

City Manager

City of Jonesville, MI

265 E. Chicago Street Jonesville, MI 49250

April 25, 2019

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDRÓCORP.

THE SAFE WATER AUTHORITY.

CROSS-CONNECTION CONTROL / BACKFLOW PREVENTION

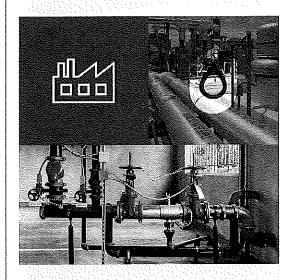
WATER SYSTEM SURVEYS / AUDITS

PIPE SYSTEM MAPPING AND LABELING

WATER SAMPLING AND ANALYSIS / RISK ASSESSMENTS

PROGRAM AND PROJECT MANAGEMENT

COMPLIANCE ASSISTANCE / DOCUMENTATION



MICHIGAN CORPORATE OFFICE 5700 Crooks Road, Suite 100 Troy, MI 48098 800.690.6651 TOLL FREE 248.250,5000 PHONE 248.786.1788 FAX GENERAL Info@hydrocorpinc.com email



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SCOPE OF WORK

Based on our recent correspondence, HydroCorp™ will provide the following water meter replacement services to the City of Jonesville. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements. The components of the project include:

- A. Provide a postal notification letter to inform water customers of required meter replacement during a specific date range.
- B. Devise and host a dedicated website page for setting appointments with water customers at specific intervals during normal business hours. Water customers will have access to schedule their own appointments via a free and secure appointment website system. Website link to be presented on postal notices and the City website.
- C. Provide toll free phone support for customer questions and appointment requests by contractor administration staff. Direct phone contact to contractor staff will be available 8:30AM–5PM, five days per week excluding holidays.
- D. HydroCorp reserves the right to determine safe operating condition of water shut off control valves prior to performing any meter replacement work. Curb stop shutoff by City staff may be an option if available at a mutually agreed time between Water Utility Technician, Contractor Technician and Water Customer. Control valves appearing to be in questionable condition or potentially leaking/prone to failure will be required to be replaced or repaired at the cost of water customer prior to any meter upgrade work being performed by Contractor. HydroCorp may attempt to operate a curb stop upon issuance of a waiver from the City stating that HydroCorp will not be responsible for broken/damaged curb stops.
- E. HydroCorp reserves the right to assess the existence and condition of ground wires prior to meter installation. If it is determined that a safety hazard exists due to improperly grounded electrical systems HydroCorp reserves the right to refuse installation or reschedule installation after proper grounding has been installed.
- F. Document in electronic format; relevant identification numbers and meter readings of each existing and new meter installed by Contractor. HydroCorp will also record existing service line material for each meter installed.
- G. Electronic documentation format will be in both PDF and Excel for each meter replaced. HydroCorp I.T. staff will work with the City billing department to ensure final data export can be mass imported into the City billing system. All pertinent information will be included in the final export. A sample export can be provided upon request. The City will be provided a log-in and will have the ability to view project status, download reports, etc....as required.
- H. Install new water meter, transmitters, wiring, associated fittings and gaskets as provided by the City.
- I. HydroCorp Technician shall verify activation of each meter and transmitter installed, re-establish water supply and verify full water pressure at nearest tap for 30 seconds.
- J. Reported leaks at meter junction or service control valve within 24 hours (Monday–Friday) after meter replacement will be addressed within a 24-hour period of notifying the Contractor.
- K. Deliver removed (old) meters and transmitters to a designated area within the City on a daily basis. The City shall be responsible for storage/disposal of all removed meters.
- L. Retrieve new meters, fittings and gaskets as provided by the City on a daily basis during normal working hours. New meters will be available in a designated area within the City prior to any work being scheduled.



The above services will be provided for:

METER SIZE	UNIT PRICE
5/8" - 1" meters - Inside Mounts	
	\$81.00 per install
5/8"-1" - Pit Mounts	\$69.00 per install
5/8"-1" Head Replacement, Inside Mount	
	\$70.00 per install
1.5"-2" Meters (All)	\$160.00 per install
3"-4" Meters (All)	\$425.00 per install

HydroCorp will invoice monthly based on completed meter installations in the amounts shown in the table above.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this (<u>DATE</u>) by and between the City of Jonesville, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for water meter installation services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional water meter replacement services to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its meter replacement program.

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

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

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to replace water meters for the Utility, create an accurate record of each meter replaced and new meter installed, and document its findings. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the water meter replacements, transmitter installations, program administration, answering telephone call inquires, scheduling of meter installations, and preparation of management reports with respect to the facilities to the extent specifically set forth in this Article II and further defined in the "Executive Summary" provided with this agreement. Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

- **2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Water Meter Replacement Program. Items for discussion/review will include the following:
 - Review state & local regulations
 - Review/establish wording and timeliness for program notifications including:
 - Initial Notice
 - Non-Compliance Notices 1-2, Penalty Notices
 - Special Program Notices
 - Electronic use of notices/program information
 - Obtain updated facility listing, address information and existing program data from Utility
 - · Establish meter installation schedule
 - Review/establish procedures and protocol for addressing specific situations
 - Review/establish program reporting procedures including electronic reporting tools



- 2.2 METER REPLACEMENT. HydroCorp will perform meter replacements and inventory incoming service lines (inside the home) at individual residential and non-residential water customers within the utility served by the public water supply.
- 2.3 SCHEDULE. HydroCorp shall determine and coordinate the meter replacement schedule. Field Services personnel will check in/out as required with the Utility's designated contact person. The initial check in will include a list of replacements scheduled. An exit interview will include a list of replacements and inspections completed.
- 2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:
 - Prioritize and schedule meter replacements
 - Notify users of meter replacement
 - Monitor program status using the HydroCorp online software management program.
- 2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format. Reports to include the following information:
 - Name, location and date of replacements
 - Number of meters installed
 - Number of facilities compliant/non-compliant
- **2.6 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website content.
- **2.7 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- **2.8 FACILITY TYPES.** The facility types included in the program are as follows:
 - Residential
 - Non-Residential
- 2.9 METER REPLACEMENT TERMS. HydroCorp will perform approximately 744 meter replacements, head replacements and transmitter installations during the term of the contract. The total number of annual meter replacements are to be determined by the Utility.
- **2.10 INVENTORY.** HydroCorp shall inventory and record all existing meter serial numbers, final read, new meter serial numbers, initial read, transmitter serial numbers, and service line material.
- **2.11 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all meter replacements throughout the contract period.
- **2.12 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE. On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS. The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION. In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING. The Utility must provide HydroCorp a complete list of facilities, including facility name, type of service connection, address, contact person, and phone number, (if available). Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.
- 3.5 LETTERHEAD/LOGO. The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high-quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION. Services by HydroCorp under this Agreement shall commence on <u>(DATE</u>) and end one -(1) year from such date, unless this Agreement is terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- **TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- **4.3** BASE COMPENSATION. The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to the Pricing Matrix located in the Executive Summary (page 4).
- 4.4 PAYMENT OF INVOICES. Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.



- 4.5 CHANGES IN SCOPE OF SERVICES. In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.6 CLIENT CONFIDENTIALITY. Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available.
- 5.2 LIMITATION OF LIABILITY. HydoCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
- 5.3 HYDROCORP INSURANCE, HydroCorp currently maintains the following insurance coverage's and limits:

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

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

- 5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement." The remainder of the language in this section should be struck, as the Utility cannot secure the agreement of its insurer to a waiver of subrogation.
- 5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

- **ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- **5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- **5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- **5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- **5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.
- **5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp c/o Mark Martin 5700 Crooks Road, Ste. 100 Troy, MI 48337

If to Utility:

City of Jonesville c/o Jeffrey M. Gray 265 E. Chicago Street Jonesville, MI 49250 **5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

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

City of Jonesville

Ву:

Title:

HydroCorp

By: John Hudak

Its: President

REFERENCES

City of Royal Oak, MI - Jeff Pierce, Water Supervisor

E-Mail: jeffp@ci.royal-oak.mi.us Phone: 248-246-3300 ext.3319

Scope: Replaced 79 large diameter meters (1.5" - 4") as part of a pilot program to assist the City in

determining if a wholesale meter exchange program is warranted.

Village of Mattawan, MI - Tom Anthony, Public Works Superintendent

E-Mail: tom@mattawanmi.com

Phone: 269-668-2300

Scope: Replaced 822 meters as part of the Villages wholesale meter program. Additionally, completed residential cross connection inspections, service line inventory and sump discharge verification as part of

the program.

City of Grandville, MI - Charlie Sundblad, Director of Public Works

E-Mail: sundbladc@cityofgrandville.com

Phone: 616-538-1990

Scope: Multiyear meter replacement project installing approximately 500 new meters per year. Additionally, completed residential cross connection inspections, service line inventory and sump

discharge verification as part of the program.

City of East Grand Rapids, MI - Doug LaFave, Assistant City Manager

E-Mail: dlafave@eastgr.com Phone: 616-949-2110

Scope: Multiyear meter replacement project installing approximately 400 new meters per year. Additionally, completed residential cross connection inspections, service line inventory and sump

discharge verification as part of the program.

City of Seymour, WI - John Schoen, Director of Public Works

E-Mail: <u>ischoen@seymourutil.com</u>

Phone: 920-833-2397

Scope: Replaced 1,200 new water meters throughout the City.

City of Hudson, WI - Kip Peters, Utility Director

E-Mail: kpeters@ci.hudson.wi.us Phone: 715-386-4765 ext. 115

Scope: Multiyear meter replacement project installing 1,350 new meters per year.

City of Weston, WI - Keith Donner, Water & Sewer Superintendent

E-Mail: kdonner@westonwi.gov

Phone: 715-241-2606

Scope: Replaced 3,500 meters and 2,100 new transmitters.



Jonesville fire Department

May 7, 2019

Special election:

In the event of open officers position, elected officers still in place within the top four positions will advance forward.

Captain Rick Riggs will be taking the position of Asst. Chief, and meets all criteria for the position.

Fire Chief

Dean K Adair II



Jonesville fire Department

May 7, 2019

Special Meeting

Open meeting at 19:08

Discussion:

Closed Meeting at 19:50

Opened Special Election of officers at 19:51

11 members Present

Election: Filling the position of Captian, Lieutenant

Nominees for Captain:

Scott Lucas

Paul Kibert

Casper Vanderkarr

Joe Luna

Brian Stroble

Any Nominees from the floor? None, Ballot stand as presented

Votes casted by members

Elected to the position of Captain: Scott Lucas

Nominess for Lieutenant:

Kurtis Bulloch

Paul Kibert

Casper Vanderkarr

Joe Luna

Brian Stroble

Any Nominess from the floor? None, Ballot stands as presented

Votes casted by Members

Elected to the position of Lieutenant: Kurtis Bulloch

Election closed at 20:13

Opened meeting 20:14

Motion Made to close meeting, support,

Closed meeting at 20:15

All members notified 24 hr prior to special meeting by phone(Chief Adair)

One absentee vote cast

2019-13

CITY OF JONESVILLE UTILITY BILLING RATES & FEES

BE IT HEREBY RESOLVED, that the following water and sewer rates be established effective July 1, 2019.

WATER CHARGES

Meter Size (Inches)	Monthly Base Charge (Initial 2,000 Gallons)	Water Maintenance Fee
5/8" or 3/4"	\$ 13.35	\$ 1.66
1"	\$ 33.40	\$ 2.46
1 1/4" or 1 1/2"	\$ 66.79	\$ 4.42
2"	\$106.03	\$ 5.40
2" Compound	\$106.03	\$12.84
3" Compound	\$213.75	\$18.56
4" Compound	\$333.97	\$24.22

Commodity Charge (Over 2,000 Gallons) = \$2.33 per 1,000 Gallons

Water Tower Maintenance Fee - \$2.85 per month

Water Hydrant Rental Fees (paid by General Fund/Fire Department) - \$25 per hydrant per year

After Hours Call-in Charge - \$100

Water Tap Fee - \$1,000

SEWER CHARGE

Meter Size (Inches)	Monthly Base Charge (Initial 2,000 Gallons)
5/8" or 3/4"	\$ 29.50
1"	\$ 67.87
1 1/4" or 1 1/2"	\$131.87
2"	\$208.67
2" Compound	\$208.67
3"	\$413.57
4"	\$644.01

Commodity Charge (Over 2,000 Gallons) = \$8.99 per 1,000 Gallons

Sewer Tap Fee - \$2,000

Cynthia D. Means, Clerk

Councilperson	. This Resolution declared:	adopted May 15, 2019 by the
ollowing roll call vote:		
YEAS:		
NAYS:		
ABSENT:		

Subject to Council Approval

JONESVILLE CITY COUNCIL Minutes of April 17, 2019

A meeting of the Jonesville City Council was held on Wednesday, April 17, 2019 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, George Humphries Jr., and Delesha Padula. Absent: Andy Penrose.

Also present: Manager Gray, Attorney Lovinger, WWTP Supt. Mahoney, DPW Supt. Kyser, Police Chief Lance, Fire Chief Adair, Hillsdale County Commissioner Julie Games, Bob Wilcox (Fleis & VandenBrink), Tom Colis (Miller Canfield), and Robert Eichler.

Council member Delesha Padula led the Pledge of Allegiance and moment of silence.

A motion was made by Brenda Guyse and supported by Jerry Drake to approve the agenda with the following changes: Added Item 6.B.1., Consider Approval of Bond Ordinance – Water System Improvement Project, and Item 6.B.2., Consider USDA-RD Loan Resolution – Water System Improvement Project. All in favor. Absent: Andy Penrose. Motion Carried.

Robert Eichler spoke in opposition of the Sheriff millage.

A motion was made by Delesha Padula and supported by Tim Bowman to waive the Park Usage Policy for a "Party in the Park" scheduled for 7:00 p.m. till 10:00 p.m. on Friday, June 21st, in Carl Fast Park. All in favor. Absent: Andy Penrose. Motion Carried.

A motion was made by Jerry Drake and supported by George Humphries Jr. to award the Water System Improvement Project contracts to the low bidders as recommended by Fleis & VandenBrink. Contract awards were: Water Treatment Plant Improvements - Parrish Excavating, Inc. (\$1,920,128.00), and Water Meters – Ferguson Waterworks (\$211,879.05), and were awarded subject to the availability of funds and completion of necessary financial arrangements with USDA Rural Development. All in favor. Absent: Andy Penrose. Motion Carried.

A motion was made by Brenda Guyse and supported by Tim Bowman to approve Ordinance No. 218, Bond Ordinance – Water System Improvement Project. Roll Call Vote: Ayes: Tim Bowman, Jerry Drake, Brenda Guyse, George Humphries Jr., Delesha Padula, and Gerry Arno. Nays: None. Absent: Andy Penrose. Motion Carried.

A motion was made by Brenda Guyse and supported by Jerry Drake to approve Resolution 2019-11, Loan Resolution – Water System Improvement Project. Roll Call Vote: Ayes: Jerry Drake, Brenda Guyse, George Humphries Jr., Delesha Padula, Gerry Arno, and Tim Bowman. Nays: None. Absent: Andy Penrose. Motion Carried.

A motion was made by Delesha Padula and supported by George Humphries Jr. to approve Resolution 2019-10 – MDOT Contract No. 19-5004. Roll Call Vote: Ayes: Brenda Guyse, George Humphries Jr., Delesha Padula, Gerry Arno, Tim Bowman, and Jerry Drake. Nays: None. Absent: Andy Penrose. Motion Carried.

A motion was made by Tim Bowman and supported by George Humphries Jr. to approve the payment of MDOT Contract No. 19-5004 Project Deposit invoice, in the amount of \$38,900. All in favor. Absent: Andy Penrose. Motion Carried.

A motion was made by Brenda Guyse and supported by Tim Bowman to appoint Jim Taipalus to the Planning Commission and Loretta Blank to the LDFA. All in favor. Absent: Andy Penrose. Motion Carried.

A motion was made by Jerry Drake and supported by Delesha Padula to waive the Garage Sale Permit requirement for the period of Thursday, May 16, 2019 through Sunday, May 19, 2019, during Riverfest weekend. All in favor. Absent: Andy Penrose. Motion Carried.

Manager Gray updated Council members on the status of the devices to be purchased for electronic council packets, stating that one of the items is on backorder. The items will be presented for discussion at a future meeting.

A motion was made by Jerry Drake and supported by Brenda Guyse to approve the minutes of March 20, 2019. All in favor. Absent: Andy Penrose. Motion carried.

A motion was made by Tim Bowman and supported by Jerry Drake to approve the minutes of the April 10, 2019 Council and DDA Special Joint Meeting. All in favor. Absent: Andy Penrose. Motion carried.

A motion was made by Delesha Padula and supported by Brenda Guyse to approve the April 2019 Accounts Payable in the amount of \$134,358.50. All in favor. Absent: Andy Penrose. Motion carried.

Updates were given by department heads, Manager Gray, Hillsdale County Commissioner Julie Games, and Council members.

Mayor Arno adjourned the meeting at 7:26 p.m.

Submitted by,		
Lenore M. Spahr	Gerry Arno	
Denuty Clark	Mayor	

DB: Jonesville

CITY OF JONESVILLE

INVOICE APPROVAL LIST

Page: 1/2

05/16/2019

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		DPW - WATER/SEWER		56.54

05/10/2019 User: LSPAHR DB: Jonesville

CITY OF JONESVILLE INVOICE APPROVAL LIST 05/16/2019

Vendor	Description	420.84	Amount
T TADODA DIGET	RECREATION REFUND	12,0 , 0 1	150.00
LINDSEY, DUSTI	UB refund for account: 000213-01		45.60
			431.25
	LEGAL FEES		256.64
MICHIGAN GAS UTILITIES	IRON REMOVAL PLANT GAS SERVICE		336.09
	JFD GAS/HEAT SERVICE		
	JPD GAS/HEAT SERVICE		120.78
	GAS LIGHT SERVICE		58.49
•	CITY HALL GAS/HEAT SERVICE		128.90
	DPW GAS/HEAT SERVICE		209.14
	WWTP GAS/HEAT SERVICE		1,859.52
		2,969.56	
MICHIGAN LAWN & LANDSCAPE	MOWING SERVICE		1,073.18
MICHIGAN MUNICIPAL LEAGUE	ANNUAL MEMBERSHIP RENEWAL		1,814.00
MML WORKERS COMPENSATION FUN	WORK COMP QUARTERLY INVOICE		3,431.00
MODERN WASTE SYSTEMS	SPRING CLEAN UP		4,751.65
	WATER MAIN CLAMPS/SUPPLIES		864.90
NORTH EAST FABRICATION CO, I			3.15
THOUGHT THE TELEVISION OF THE	WWTP - VACTOR TRUCK REPAIR		956.00
		959.15	
OLIVIA'S CHOP HOUSE	CITIZEN OF THE YEAR RECEPTION		450.00
	UB refund for account: 001081-01		33,46
	WATER - OVERHAUL HIGH SVC PUMP 1		19,104.00
PEERLESS-MIDWEST, INC.	JFD/WWTP/WATER - REPAIRS		892.87
PERFORMANCE AUTOMOTIVE			585.00
PONTEM SOFTWARE	CEMETERY - ANNUAL SUPPORT FEE		232.96
POSTMASTER	POSTAGE - WATER/SEWER BILLS		255.19
SCHARP, JO ANN	TRAINING/ELECTION		117.38
STATE OF MICHIGAN	MAJOR/LOCAL - TRAFFIC SIGNAL ELECTRICITY		576.09
TOTAL ENERGY SYSTEMS, LLC	WWTP - GENERATOR REPAIR		
UNIFIRST CORPORATION	WWTP - UNIFORM RENTAL		32.44
	MVP - SHOP TOWELS		27.47
	MVP - SHOP TOWELS		27.47
	WWTP - UNIFORM RENTAL	•	32.44
	CITY HALL/JPD - FLOOR MATS		48.75
	WWTP - UNIFORM RENTAL		44.20
		212.77	
UNIQUE PAVING MATERIALS CORP	COLD PATCH		137.20
USA BLUEBOOK	WWTP - LAB SUPPLIES		943.10
	WWTP - OPERATING SUPPLIES		764.56
		1,707.66	
USALCO LLC	WWTP - OPERATING SUPPLIES		4,529.38
VERIZON WIRELESS	JPD/DPW-CELL PHONES/JPD IN-CAR MODEM		175.55
	DPW CELL PHONE		25.00
		200.55	
WALMART COMMUNITY/SYNCB	SUPPLIES/SMALL TOOLS		112.03
•	MAHONEY - MEMBERSHIP RENEWAL		150.00
	JFD - OIL CHANGE/TRUCK 535		390.62
WELLS EQUIPMENT SALES, INC.			494.98
	JFD - OIL CHANGE/TRUCK 532	885.60	474.70
		003.00	104 07
WORKHEALTH	JFD - PHYSICAL	11 054 60	194.97
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Total: 141,954.69

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MONTH	CITY	Scipio !	Fayette	Mutual aid	Training/Meeting
JANUARY	2	1	4	4	3
FEBRUARY	3	1	2	6	2
MARCH	2	2	2	3	3
Quarter total	7	4 .	8	13	8
APRIL'	2	1	4	0	3
MAY	l	I	1		
JUNE					
Quarter total	1	1	1	· 	1
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AUGUST	·1	ļ .	1		
SEPTEMBER					
Quarter total		<u>. </u>	I	1	1
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DECEMBER`					
Quarter total	1	.	1	·	
YEAR TOTAL					

DATE	TYPE OF CALL	LOCATION	MEMBERS
3-Apr	Rollover P.I	US-12/Concord rd(City)	7
3-Apr	Meeting	Station(Meeting)	11
5-Apr	C.O. Alarm	161 Spruce Dr.(City)	7
6-Apr	Grass fire	3548 Jonesville Rd.(Fayette)	8
9-Apr	Motorcycle P.I.	Homer/ Borden Rd.(Scipio)	10
10-Apr	Training	Station SCBA(Training)	7
23-Apr	Unknown Accident	Ball/ White Rd.(Fayette)	7
24-Apr	Clean-up	Station(Training)	7
27-Apr	1 Car rollover	1900 North adams Rd(Fayette)	7
28-Apr	Truck vs tree(unoccupied)	Bean/ Wise Rd.(Fayette)	5

MONTHLY OPERATING REPORT <u>April 2019</u>

SUBMITTED: May, 2019

WATER FLOW	•	WASTEWATER FLOW		
MAXIMUM	317,000	MAXIMUM	452,800	
MINIMUM	061,000	MINIMUM	298,200	
AVERAGE	199,700	AVERAGE	337,900	
TOTAL	5.992 MG	TOTAL	10.1374 MG	

CALLOUTS: None

OPERATION & MAINTENANCE

The plant was in compliance with the NPDES permit limitations during the month of April 2019.

All plant maintenance was completed.

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

First Quarter Drinking Water Invoices were prepared and submitted to City Hall. Another \$240.00 in walk in business was also submitted.

The ultraviolet light bulbs were taken out of service and cleaned. The number three trickling filter check valve was rebuilt.

The communication system at the water plant failed and was repaired by RS Technical. An electrical problem occurred with the chemical feed system and the water plant also failed and was repaired.

Gen Power performed the semiannual maintenance on the generators at the water plant and wastewater plant. They also replaced the block heater at the wastewater plant.

The waste gas burner at the wastewater plant was repaired and painted.

The south trickling filter fan was repaired.

PLANT EFFICIENCY—April 2019

5-Day Biochemical Oxygen Demand

NPDES Permit Limit in April 2019—25 mg/l Monthly Average

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

Jonesville Monthly Average—5.0 mg/l Average Percent Removal from the Raw Wastewater—96.3 %

Total Suspended Solids

NPDES Permit Limit in April 2019—30 mg/l Monthly Average

Suspended solids are very important in controlling the process in the plant. Suspended solids are removed via settling clarifiers and are pumped to the anaerobic digester for treatment. The digested biosolids are applied to farmland at agronomic rates as fertilizer.

Jonesville Monthly Average—1.8 mg/l

Average Percent Removal from the Raw Wastewater—96.3%

Total Phosphorus

NPDES Permit Limit in April 2019—1 mg/l Monthly Average

Phosphorus is a nutrient that promotes growth. In fact, farmers use phosphorus as a fertilizer on crop lands. Phosphorus is found in many cleaning agents and industrial processes. Excessive phosphorus in wastewater promotes the excessive growth of micro and macro-organisms in the receiving stream. In other words, phosphorus promotes excessive growth of algae and seaweed. These plants demand oxygen from the water and tend to decrease the quality of life in the receiving stream.

Jonesville Monthly Average—0.4 mg/l

Average Percent Removal from the Raw Wastewater-89.2%

Ammonia Nitrogen

NPDES Permit Limit in April 2019—Report Only

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

Jonesville Monthly Average—0.026 mg/l

Average Percent Removal from the Raw Wastewater—99.8%

Jonesville Daily Maximum—0.11 mg/l

Rick Mahoney

Jonesville Dept of Public Works April 2019

Monthly Report

	,	r-			
	Maintenance	Salt	Chloride	Sand	COLD MIX
	0 HR DT				
STATE HIGHWAYS	0 HR OT	0 Ton	0 Bag	0 Yd.	.88 Ton
	0 HR DT				
MAJOR ROADS	0 HR OT	0 Ton	0 Bag	0 Yd.	.125 Ton
	0 HR DT			,	
LOCAL ROADS	0 HR OT	0 Ton	0 Bag	0 Yd.	.25 Ton
	0 HR DT				
PARKING LOTS	0 HR OT	0 Ton	0 Bag	0 Yd.	.125 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 Ton			
	0 HR DT				
WATER	0 HR OT			0 Yd.	.25 Ton
State Police	0 HR OT	0 Ton	0 Bag	0 Yd.	

There were no call outs.

State Highway, Major, Local Streets and Parking Lots were cold patched.

We rebuilt three trash cans and installed them at the Cemetery.

The stumps were ground at the Cemetery from the pine tree's that we cut & filled & seeded.

We made two rounds of brush pick up around town with the tractor & dump trucks.

Sweeping bids were collected for sweeping State, Major and Local Streets.

Superior Sweeping was the lowest bidder for sweeping again.

The retention pond at the Police Department was dug out.

The stumps in front of Klein Tools building were dug out and top dirt and seed was put down.

The water was turned on at the Wright Street bathrooms and cleaned.

We started the spring flushing of the fire hydrants.

Mike Kyser

CITY OF JONESVILLE CASH BALANCES

	March-2019	BANK BALANCE
GENERAL FUND:	101 000 001	45.00
General Fund Now Checking	101-000-001	45.30
General Fund CD	101-000-003	0.00
General Fund CLASS Acct	101-000-007	1,140,843.49
General Fund Cemetery CLASS Acct	101-000-007.100	90,934.25
General Fund Alloc of Assets CLASS	101-000-007.200	403,964.47
MAJOR STREETS:	ability Andrews at the well-state control to	.117/00/2007-13
Major Streets Now Checking	202-000-001	66,788.88
Major Streets CLASS Acct	202-000-007	126,389.63
LOCAL OTDEETO		7 40 130 100 100 100 100 100 100 100 100 10
Local Streets Now Checking	203-000-001	12,108.50
Local Streets CLASS Acct	203-000-007	693,236.15
STATE HIGHWAY:		
State Highway Now Checking	211-000-001	895.00
L.D.F.A.:	a 0 a 1/4/00	
LDFA Operating Now Checking	247-000-001	57,245.37
LDFA CD	247-000-003	502,624.59
LDFA Operating CLASS Acct	247-000-007	1,192,591.79
DDA Now Checking	248-000-001	40,016.26
DDA Now Checking DDA Operating CLASS Acct	248-000-007	266,270.99
DDA Operating OLAGO ACCE	2-70-000-001	200,270.00
SEWER FUND:		
Sewer Receiving Now Checking	590-000-001	81,609.57
Sewer Bond & Interest Checking	590-000-001.300	10.00
Sewer CD	590-000-003	250,000.00
Sewer Receiving CLASS Acct	590-000-007	100,833.96
Sewer Plant Improv. CLASS Acct	590-000-007.200	940,255.39
WATER FUND:		
Water Receiving Now Checking	591-000-001	41,182.44
Water Receiving CLASS Acct	591-000-007	220,998.45
Water Plant Improvement CLASS Acct	591-000-007.100	313,189.47
Water Tower Maint CLASS Acct	591-000-007.300	50,854.51
Water Maint CLASS Acct	591-000-007.400	44,111.48
MOTOR VEHICLE POOL:	1001 000 001	04 000 00
Motor Vehicle Pool Now Checking	661-000-001	31,368.98
Equip. Replace CLASS - Police Car	661-000-007.301	7,931.72
Equip. Replace CLASS - Fire Truck	661-000-007.336	156,482.33
Equip. Replace CLASS - Turn Out Gea	20070-00-	2,302.38
Equip. Replace CLASS - DPW Equip	661-000-007.463	34,046.86
Equip. Replace CLASS - WWTP/Vacto	r 661-000-007.590	14,138.32
CURRENT TAX:		= = = = = = = = = = = = = = = = = = =
Current Tax Checking	703-000-001	96,825.40
Current Tax Savings Account	703-000-002	272,323.86
	770 000 001	
PAYROLL FUND CHECKING:	750-000-001	5,989.01
Lenore\Monthly\interest and Cash Balances - MMYY.xls	GRAND TOTAL	7,258,408.80



58TH DISTRICT STATE CAPITOL P.O. BOX 30014 LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

PHONE: (517) 373-1794

FAX: (517) 373-5768

E-MAIL: ericleutheuser@house,mi.gov

www.ericleutheuser.com

ERIC LEUTHEUSER

STATE REPRESENTATIVE

DECEIVED N APR 1 5 2010

BY:

April 9, 2019

City of Jonesville Attn: Jeffrey Gray, City Manager 265 E. Chicago St. Jonesville, MI 49250

Re: Reply to the City of Jonesville's Letter on State Historic Tax Credits

Dear Mr. Gray and Council Members,

Thank you for your letter of support regarding the reinstatement of State Historic Tax Credits, and thank you for including the resolution adopted by the City Council. It is truly valuable to hear your thoughts directly on issues that impact our area.

I actually had the opportunity to vote in support of this piece of legislation last session. The bill was SB 469 at the time, and it came through the Tax Policy Committee I was on.

I will continue to monitor the new bill this session, especially now with your correspondence in mind.

Have an excellent beginning to spring. Always feel free to reach out.

Sincerely,

Eric Leutheuser State Representative

58th District



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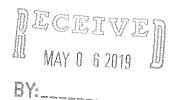
E-MAIL: ericleutheuser@house.mi.gov www.ericleutheuser.com

ERIC LEUTHEUSER

STATE REPRESENTATIVE

May 2, 2019

Jeff Gray City of Jonesville 265 East Chicago Street Jonesville, MI 49250



Dear Jeff,

I write to give you an update on the Governor's proposed tax increase on many businesses, legislative efforts regarding our roads, and progress on lowering auto insurance rates. All three of these affect the way we live, work, and operate businesses in Branch and Hillsdale Counties.

The new Governor's proposed tax increases are extreme, but must be framed in a fair light -- as proposals. Each year, Michigan's budget cycle begins with the Governor's recommendations. These are used as a starting point. Then, both chambers of the legislature make their own recommendations. Ultimately every part of the budget goes into bills which follow the regular legislative process. The budget bills become law only if they are voted out of each chamber and signed by the governor.

This year, the Governor's recommendations included an increase in small business taxes. Partnerships, LLCs, and S-Corps who currently pay a tax rate of 4.25% would be required to pay 6%. This change is estimated by some to increase taxes on these businesses by \$203 million in fiscal year 2020 and \$280 million in fiscal year 2021.

I am opposed to this tax hike and will vote against it if it comes before me. I understand both the opportunity and challenges facing small business because I grew up in a small business. I know how difficult it can be to make payroll, retain employees, and comply with changing regulations. Independent businesses, like those targeted by our Governor, create and preserve the jobs that are the best "safety net" for our small communities. I am confident we will defeat this tax increase and have a state budget that better reflects our values.

The condition of our roads is often highlighted as I speak with people in Branch and Hillsdale Counties. Not only do the poor conditions affect our daily commute, but they are also a burden on our small businesses and agricultural, industrial, and tourism economies. Several reports show that roads have deteriorated extensively, and repairs cost more the longer they are delayed.

The good news is that the legislature already acted in 2015 when it passed a roads package that dedicates an additional \$1.2 billion increased funding through existing revenue and fuel and registration fees. This increase is being phased in year by year, which means the full impact has not yet been felt.



That's another reason the Governor's increase of 45 cents per gallon in gasoline tax is premature and too extreme. There is already a plan in place, and it is still being implemented.

We will continue to focus on road conditions. In fact, since the 2015 plan, we have appropriated hundreds of millions of dollars of additional funding for state, county, city, and local roads. It will take a sustained commitment over many years to see the results we want and need.

Finally, auto insurance reform remains my top priority. Michigan drivers face the highest auto insurance rates in the country, and we are long overdue for reform. New this session, the Speaker has established the Select Committee on Reducing Car Insurance Rates to address this very issue, and I am committed to working with all partners so Michiganders can drive safely with an insurance policy they can afford.

Having the most expansive catastrophic benefits in the country contributes to the high cost of our no-fault auto insurance. The insurance companies, hospitals, medical providers, and trial attorneys are among the groups that are part of this system, and they each are deeply invested. During the last legislative cycle a bill was introduced in the House that would allow drivers the choice in coverage that they could pick. I supported that legislation, however it did not pass the House.

The Select Committee on Reducing Car Insurance Rates has created a website (www.reducemiratesnow.com) for the public to follow the work of the committee and to submit ideas and comments to help solve the cost of auto insurance. I encourage you to visit the website and share how current rates impact you.

This is a quick summary of a few of the policy topics we are tracking. I appreciate the opportunity to serve and represent you and our neighbors. Please feel free to contact me anytime.

Sincerely,

Eric Leutheuser State Representative

& Cuthers.

58th District