



**CITY OF JONESVILLE
COUNCIL AGENDA
SEPTEMBER 21, 2022 - 6:30 P.M.
JONESVILLE POLICE DEPARTMENT, 116 W. CHICAGO STREET**

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

2. APPROVAL OF AGENDA

3. PUBLIC COMMENTS

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. Resolution 2022-09 – Maumee Street Construction Contract [ROLL CALL][Action Item]
- B. Maumee Street Design Services and Budget Amendment [Action Item]
- C. Consider Quote for Water Valve Repair [Action Item]
- D. Consider Purchase of Fire Department Extrication Equipment [Action Item]
- E. Fiscal Year 2021-22 Final Budget Amendments [Action Item]
- F. Michigan Municipal League Annual Meeting Delegate [Action Item]

7. COUNCIL MINUTES

- A. August 17, 2022 Regular Meeting [Action Item]
- B. September 7, 2022 Special Meeting [Action Item]

8. ACCOUNTS PAYABLE

- A. Accounts Payable for September 2022 totalling \$140,789.54 [Action Item]

Agenda continued on page 2

RULES FOR SPEAKING BEFORE THE JONESVILLE CITY COUNCIL (Adopted 09/05/01)

1. Speakers will have one opportunity to address the Council unless the Mayor allows additional opportunities.
2. Remarks shall be limited to 5 minutes per person and will also be limited to matters before the Council, to Council business or policy, or to issues of community concern or interest that the Council has authority to recommend or act upon. Comments about actions, inactions or performance of the Council are appropriate. Profane, vulgar or abusive language will not be tolerated.
3. The Mayor may grant a speaker additional time under unusual circumstances.
4. Council members and staff will not respond to general audience participation. Matters will be referred to the City Manager who will provide reports at a subsequent meeting/date.
5. The Mayor may call out of order any person who is being disorderly by speaking or otherwise disrupting the proceedings. Such person shall not be permitted to speak and if he/she continues in a disorderly manner, the Mayor may declare a recess and/or ask that the person leave or be removed from the meeting.

9. BOARD AND COMMISSION MINUTES

[Action Item]


- A. Planning Commission – August 10, 2022 (Drake)
- B. Region 2 Planning Commission – July 14, 2022 Full Commission and August 11, 2022 Executive Committee (Drake)
- C. Economic Development Partnership – July 14, 2022 (Gray)
- D. Downtown Development Authority – September 7, 2022 Special Meeting (Arno)

10. DEPARTMENT REPORTS

- A. Public Safety – Director Etter
- B. Water/Wastewater Treatment Plant – Superintendent Boyle
- C. Department of Public Works – Superintendent Kyser
- D. Cash Report – Finance Director Spahr

11. ADJOURN



To: Jonesville City Council
From: Jeffrey M. Gray, City Manager 
Date: September 16, 2022
Re: Manager Report and Recommendations – August 17, 2022 Council Meeting

6. A. Resolution 2022-09 – Maumee Street Construction Contract [ROLL CALL][Action Item]

The Michigan Department of Transportation (MDOT) is expected to put the Maumee Street project out to bid in October. You will remember that the project involves milling and resurfacing the existing roadway from Chicago Street south to Adrian Street and expanding the street to include a left turn lane from Adrian Street to the south end of the Williams Elementary property. Sidewalk ramps would be updated and approximately 17 galvanized private water services would be replaced. At this time, street construction is not expected to take place until after the 2022-23 school year is complete. The total project cost is currently estimated at \$640,000. \$415,602 in project costs will be covered through Federal grants. MDOT requested an increase in the cost estimate by \$50,000 related mostly to anticipated mobilization costs. The attached resolution would approve the contract with MDOT, who will administer the Federal grant funds and authorize the Manager to execute the same. The budget amendment would be addressed in the subsequent agenda item. *Please refer to Resolution 2022-09 and the contract with MDOT.*

6. B. Maumee Street Design Services and Budget Amendment [Action Item]

Staff is recommending approval of the attached invoice from Wolverine Engineering in the amount of \$18,810.97. Most of the design work was completed prior to the current fiscal year and budgeted last fiscal year. The work was not anticipated for carry over into the current year. Staff would recommend a budget amendment of \$69,000 for the increased estimated project cost (\$50,000) and engineering services (\$19,000). Due to a budgeted surplus in Major Streets, just over \$10,000 would be needed from fund balance for the proposed amendments. *Please refer to the attached invoice from Wolverine Engineers and Surveyors and the proposed Major Streets budget amendment.*

6. C. Consider Quote for Water Valve Repair [Action Item]

Funds were budgeted for repair of a water valve near the intersection of Olds and Chicago Streets. The project was programmed for this fiscal year so that it would be completed prior to MDOT's planned paving of US-12. Earlier this year, Council approved a contract with Concord Excavating to complete certain sewer point repairs in the City. The company has submitted the attached quote in the amount of \$14,700 to complete the valve repair as an addendum to the sewer project. The quote is a substantial savings over the \$23,000 budgeted, due to reduced mobilization and permitting costs associated with adding it to the existing contract. I recommend Council consider a motion to add the valve repair to the sewer repair project in the amount of \$14,700. *Please refer to the quote from Concord Excavating.*

6. D. Consider Purchase of Fire Department Extrication Equipment [Action Item]

Funds have been budgeted for a battery-operated ram. Director Etter is recommending that Council consider waiving the requirement for competitive bids to purchase a demonstration ram. Purchase of the demo unit represents a savings of approximately \$1,000-\$3,000 over the purchase of a new unit. Battery-operated equipment is typically lighter weight and easier to operate than comparable hydraulic equipment. I recommend Council consider a motion to waive the competitive bid requirement and authorize the purchase of a battery-operated ram and associated equipment in the amount of \$12,405.68, plus delivery. *Please refer to the attached quote from West Shore Fire.*

6. E. Fiscal Year 2021-22 Final Budget Amendments [Action Item]

Repairs to the concrete pad at the DPW salt barn were originally expensed to the Motor Vehicle Pool in the 2021-22 budget. However, the asset belongs in the general fund. The proposed amendment would show the Motor Vehicle Pool expenditure as a revenue in the General Fund, with an offsetting expenditure for the work. I recommend a motion to approve the final FY 2021-22 budget amendment. *Please refer to the attached budget amendment.*

6. F. Michigan Municipal League Annual Meeting Delegate [Action Item]

If there is a member of Council who intends to participate in the October Michigan Municipal League Conference, it would be appropriate to designate them as the delegate to represent the City at the MML annual meeting. If there will be no attendees, no action is needed. *Please refer to the attached materials from the Michigan Municipal League.*

9. BOARD AND COMMISSION MINUTES [Action Item]

Board and commission minutes for the prior month are attached. The name of the Council/staff representative to the board is indicated in parentheses. Following any discussion or questions about the board minutes, the appropriate action of Council would be a motion to receive and place the minutes on file.

Correspondence:

- Jonesville District Library re: Thank you
- Fayette Township re: Special Use Permit request from Heartland Solar
- DPW Continuing Education Certificates
- WWTP Continuing Education Certificates
- Comcast re: channel lineup

2022-09

CITY OF JONESVILLE
COUNTY OF HILLSDALE
STATE OF MICHIGAN

RESOLUTION – CONTRACT FOR IMPROVEMENTS TO MAUMEE STREET

At a Regular Meeting of the City Council of the City of Jonesville, County of Hillsdale, and State of Michigan, held at the Jonesville Police Department, 116 W. Chicago Street, in said City on the 21st day of September 2022, at 6:30 in the p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Council Member _____ and supported by Council Member _____.

WHEREAS, the City of Jonesville intends to make certain improvements to Maumee Street, related sidewalks, and replacement of galvanized residential water services; and

WHEREAS, the City of Jonesville will utilize \$415,602 in Federal grants to offset eligible expenses related to the project; and

WHEREAS, the Michigan Department of Transportation (MDOT) will administer the Federal grant funds subject to a contractual agreement between MDOT and the City.

NOW, THEREFORE, BE IT RESOLVED that the Jonesville City Council does hereby accept Contract No. 22-5407, Control Section STUL 30000, Job No. 202988CON, by and between the Michigan Department of Transportation and the City of Jonesville.

BE IT FURTHER RESOLVED that City Manager Jeffrey M. Gray is authorized to execute the contract on behalf of the City.

Upon a roll call vote, the following voted:

AYES: Members:

NAYS: Members:

ABSENT: Members:

RESOLUTION DECLARED ADOPTED.

Cynthia D. Means, Clerk

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Jonesville, County of Hillsdale and State of Michigan at a regular meeting held on

the 21st day of September, 2022, and that public notice was given pursuant to Act 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.

Cynthia D. Means, Clerk

STP, HIC

DA

Control Section	STUL 30000
Job Number	202988CON
Project	22A0825
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5407

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JONESVILLE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Jonesville, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated August 19, 2022, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling, machine grading and resurfacing along Maumee Street from US-12 southeasterly to the city limits, including aggregate base, concrete curb and gutter, sidewalk, curb ramps and permanent pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Water service leads along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY INFRASTRUCTURE PROGRAM COVID
SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds in combination with Federal Highways Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST. Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$40,602, or (2) an amount such that 100 percent, the established Federal participation ratio for such funds, for the PROJECT is not exceeded. Federal Surface Transportation Funds shall then be applied up to the lesser of: (1) \$375,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible

entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with

this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF JONESVILLE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



August 19, 2022

EXHIBIT I

CONTROL SECTION STUL 30000
JOB NUMBER 202988CON
PROJECT 22A0825

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$560,000	\$ 79,100	\$639,100

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$560,000	\$ 79,100	\$639,100
Less Federal Funds*	<u>\$415,602</u>	<u>\$ 0</u>	<u>\$415,602</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$144,398	\$ 79,100	\$223,498

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



Wolverine Engineers & Surveyors, Inc

312 North St
Mason, MI 48854, United States
Tel: 517-676-9200 Fax: 517-676-9396
hollyc@wolveng.com
www.wolveng.com

City of Jonesville
265 E. Chicago Street
Jonesville, MI 49250

INVOICE

INVOICE DATE: 9/8/2022
INVOICE NO: 20220638
BILLING THROUGH: 9/8/2022

20-0037 - Jonesville - Maumee St. Reconstruction - Jonesville, Hillsdale Co., MI

Managed By: Donald B Heck

PROFESSIONAL SERVICES

ACTIVITY	HOURS	RATE	AMOUNT
089:			
Design & Survey Services	1.00	\$16,500.00	\$16,500.00
TOTAL SERVICES		1.00	\$16,500.00

REIMBURSABLE EXPENSES

DESCRIPTION	AMOUNT	
Outside Professional Services		
Prof.Serv.:	\$2,310.97	
TOTAL REIMBURSABLE EXPENSES		\$2,310.97
SUBTOTAL		\$18,810.97
AMOUNT DUE THIS INVOICE		\$18,810.97

This invoice is due on 10/8/2022

TO PAY BY VISA/MC, CALL OUR ACCOUNTING DEPT AT EXT. 122 or click the following link: <https://simplepay.basysiqpro.com/?id=62fa335a6e0451aed122db73>

ALL CREDIT CARD PAYMENTS OVER \$2500.00 ARE SUBJECT TO A 2% SERVICE FEE.

****Payment Terms: Net 30 days, with 1.5% finance fee after 30 days.****

We reserve the right to stop work on projects for client/s with outstanding balances.

CITY OF JONESVILLE
2022 - 2023 BUDGET AMENDMENTS
September 21, 2022

	CURRENT BUDGET	AMENDED BUDGET	+ OR (-) CHANGE
MAJOR ST			
<u>EXPENSE</u>			
451 STREET CONSTRUCTION			
975.100 Additions & Impr - Maumee St (Eng/Const-under-budgeted)	\$ 590,000	\$ 659,000	\$ (69,000)
MAJOR ST CHANGE IN ESTIMATED YEAR END FUND BALANCE			\$ (69,000)

PROPOSAL

Concord Excavating & Grading, Inc.

P.O. Box 250
Concord, MI 49237
(517) 524-8365
Fax (517) 524-8363

August 31, 2022

TO: FLIES AND VANDENBRINK ATTN: JEFF WINGARD 4798 CAMPUS DRIVE KALAMAZOO, MI 49008	JOB: US12 WATER VALVE JONESVILLE, MI EXTRA WORK
---	---

DEAR JEFF,

PER YOUR REQUEST, CONCORD EXCAVATING IS PLEASED TO QUOTE YOU ON THE ABOVE NAMED PROJECT AS FOLLOWS:

1. GENERAL CONDITIONS
2. TRAFFIC CONTROL
3. SAWCUT ROAD - 40 L.F.
4. REMOVE PAVEMENT - 100 S.F.
5. EXCAVATE FOR NEW VALVE
6. INSTALL 8" VALVE AND BOX - 1 EA
7. INSTALL 8" SLEEVE
8. PLACE 8" AGG - 11.11 S.Y.
9. PLACE 8" ASPHALT - 4.88 TON

LUMP SUM \$ \$14,700.00

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME AT (517) 206-7193.

SINCERELY,

CHARLES WILLIAMS

CHARLES WILLIAMS

ACCEPTANCE OF PROPOSAL _____

ACCEPTANCE DATE _____



6620 Lake Michigan Drive
 P.O. Box 188
 Allendale, MI 49401
 (616)895-4347

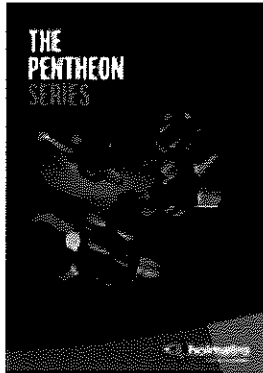
WHERE SALES SERVICE COME TOGETHER

West Shore Fire Inc.
 6620 Lake Michigan Dr.
 PO Box 188
 Allendale MI 49401
 Phone: 616-895-4347
 Watts: 800-632-6184
 Fax: 616-895-7158



Office of:
 Kyle deBoer, Rescue Specialist
kdeboer@westshorefire.com
 Cell:616-930-0643
 Office of:
 Tom Mayne, Sales Manager
TMayne@westshorefire.com
 Cell: 616-953-9070

QUOTATION

Bill to Address	Chief Kurt Etter Jonesville Fire Department 114 W. Chicago St. Jonesville, MI 49250		PO #	
Ship to Address			Ship Via	Best Way
Name	Kurt Etter		Date:	8/24/22
Phone #	(517) 398-3545		County:	Hillsdale
Fax #			QUOTE VALID FOR 45 DAYS	
E-mail	ketter@jonesville.org			

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	159.000.000 GTR 5350 LP EVO 3 Ram (DEMO UNIT)	\$10,696.00	\$10,696.00
2	151.000.307 EVO 3 Battery 6Ah (DEMO UNIT)	\$638.36	\$1,276.71
1	150.182.209 BCH2 Battery Charger 120 VAC (DEMO UNIT)	\$432.96	\$432.96
<p>DEMO UNITS ARE USED TO DEMONSTRATE CAPABILITIES OF EQUIPMENT. AS SUCH THEY ARE IN USED CONDITION WITH COSMETIC DAMAGE. TOOLS WILL BE DELIVERED AFTER BEING SERVICED, INSPECTED, AND TESTED. DEMO EQUIPMENT CARRIES THE SAME WARRANTY AS IF BOUGHT NEW.</p>			

15% RESTOCKING FEE ON RETURNS NO RETURNS ON SPECIAL ORDERS	Subtotal	\$12,405.68
	FREIGHT NOT INCLUDED IN QUOTE	
	TOTAL QUOTE	\$12,405.68

CITY OF JONESVILLE
2021 - 2022 ADDITIONAL BUDGET AMENDMENTS
June 30, 2022

	CURRENT BUDGET	AMENDED BUDGET	+ OR (-) CHANGE
<u>GENERAL FUND</u>			
<u>REVENUE</u>			
676 Contributions from Other Funds (MVP Add & Impr)	\$ -	\$ 5,214	\$ 5,214
<u>EXPENSE</u>			
444 DEPT OF PUBLIC WORKS			
975 Additions & Improvements (Salt pad/New overhead doors)	\$ -	\$ 5,214	\$ (5,214)
GEN FUND CHANGE IN ESTIMATED YEAR END FUND BALANCE			\$ -

July 18, 2022

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

RECEIVED
AUG 22 2022

BY: _____

Dear Official:

The Michigan Municipal League Annual Convention will be held in Muskegon, October 19-21, 2022. The League's "Annual Meeting" is scheduled for 4:30 pm on Wednesday, October 19 in Section D meeting room at the VanDyk Mortgage Convention Center. The meeting will be held for the following purposes:

1. Policy. A) To vote on the Core Legislative Principles document.

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax or email, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #1 on page 2.)

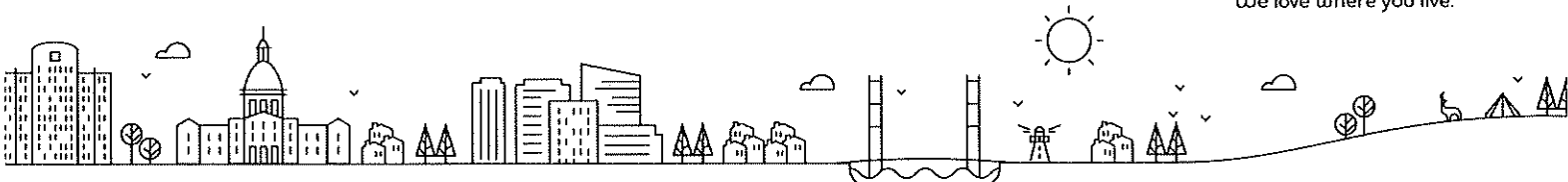
In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by September 18, 2022.

2. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than September 18, 2022.

We love where you live.



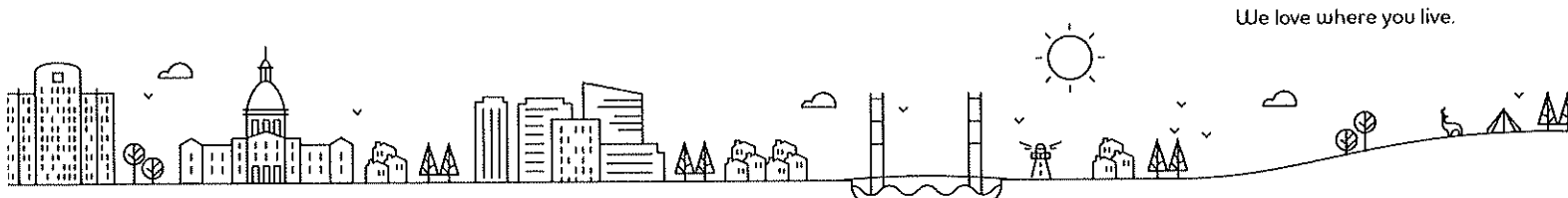
Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

1. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is September 18, 2022. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

Further, “Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof.”



2. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Wednesday, October 19 at 4:30 pm in the Delta Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

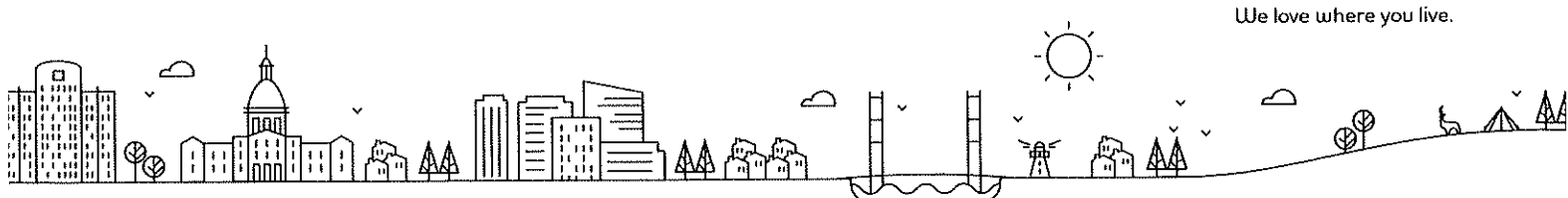
Sincerely,



Barbara Ziarko
President
City Council, Sterling Heights



Daniel P. Gilmartin Executive
Director & CEO



****Subject to Approval****

**JONESVILLE CITY COUNCIL
Minutes of August 17, 2022**

A meeting of the Jonesville City Council was held on Wednesday, August 17, 2022 at the Jonesville Police Department, 116 W. Chicago Street, Jonesville, MI. 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., Delesha Padula and Andy Penrose.

Also present: Manager Gray, Treasurer Spahr, WWTP Supt. Boyle, DPW Supt. Kyser, Attorney Lovinger, Carol Betts, Robert Snow and Lisa Adair.

Mayor Gerry Arno 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 motion was made by Jerry Drake and supported by Tim Bowman to approve the appointment of Carol Betts to the Library Board and the appointment of Robert Snow to the Election Commission. All in favor. Motion carried.

Delesha Padula made a motion and was supported by Brenda Guyse to approve the recommended bid for a Multi-Function Printer to Applied Imaging in the amount of \$5023.27. Specifications, five-year operating costs and other bid requirements were verified prior to the Council meeting. All in favor. Motion carried.

A motion was made by Andy Penrose and supported by Tim Bowman to approve the bid for Tennis Court Removal to Sparks and Sons Excavating and Trucking in the amount of \$7,500. All in favor. Motion carried.

Jerry Drake made a motion and was supported by Brenda Guyse to approve the proposal for the Recreation Master Plan Update not to exceed \$8,000. All in favor. Motion carried.

A motion as made by Jerry Drake and supported by George Humphries Jr. to approve the FY 2021-22 budget amendments as presented to Council. All in favor. Motion carried.

A motion was made by Brenda Guyse and supported by George Humphries Jr. to approve the minutes of July 20, 2022. All in favor. Motion carried.

Andy Penrose made a motion and was supported by Delesha Padula to approve the Accounts Payable for August 2022 in the amount of \$121,882.47. All in favor. Motion carried.

A motion was made by Brenda Guyse and supported by Jerry Drake to receive and place on file the Board and Commission minutes consisting of Planning Commission. All in favor. Motion carried.

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

Mayor Arno adjourned the meeting at 7:16 p.m.

Submitted by:

Cynthia D. Means
Clerk

Gerald E. Arno
Mayor

****Subject to Approval****

**JONESVILLE CITY COUNCIL
Special Joint Meeting
Minutes of September 7, 2022**

A special meeting of the Jonesville City Council was held on Wednesday, September 7, 2022 at the Jonesville Police Department, 116 W. Chicago Street, Jonesville, MI. Mayor Gerry Arno called the meeting to order at 5:36 p.m. Council members present were: Tim Bowman, Jerry Drake, Brenda Guyse, George Humphries Jr., and Andy Penrose. Absent: Delesha Padula.

Also present: Manager Gray, Dan Loew (DH Roberts Construction), David Windle, Annette Sands and Roger Sands.

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

Manager Gray presented an addendum to the Pre-Development Agreement that was prepared by Attorney Lovinger. It was clarified that the Predevelopment Agreement was executed on March 18th for 6 months and that the addendum recommended by the DDA would extend an additional 90 days.

A motion was made by Brenda Guyse and supported by Tim Bowman to approve the DDA's recommended action for the extension requested by DH Roberts Construction of the pre-development agreement for 121 Water Street for 90 days. All in favor. Absent: Delesha Padula. Motion carried.

A motion was made by Brenda Guyse and supported by Andy Penrose to remove the building signs located at 121 Water Street. All in favor. Absent: Delesha Padula. Motion carried.

Mayor Arno adjourned the meeting at 5:38 p.m.

Submitted by:

Cynthia D. Means
Clerk

Gerald E. Arno
Mayor

09/22/2022

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
ALVAREZ BRANDON	UB refund for account: 000405-06	7.68
AT&T	LOCAL/LONG DISTANCE	3,863.57
BAILEY, HODSHIRE & CO, PC	2022 AUDIT - PROGRESS PAYMENT	3,750.00
BAKER, VICKI/B & B CLEANING,	CLEANING SERVICES	480.00
	CLEANING SERVICES	540.00
		1,020.00
BIOLOGICAL RESEARCH SOLUTIONS	WATER - TESTING	175.00
BRINER OIL CO., INC.	JFD - GASOLINE/ACCT 25	297.27
	MVP - BULK TANK	125.75
	MVP - BULK TANK	376.38
	MVP - BULK TANK	140.44
		939.84
BRONNER'S CHRISTMAS WONDERLAND	DDA - HOLIDAY TREES	1,205.52
BS&A SOFTWARE	MISC RECEIVABLES TRAINING	705.00
BUTTERS EXCAVATING & LAWN CAR	CEMETERY MAINT/SEXTON SERVICES	6,973.00
CAPITAL ONE	WALMART - OPERATING/ELECTION SUPPLIES	99.26
	WALMART - WWTP/REC CONCESSION STAND SUPPLIES	97.22
		196.48
CLARK ELECTRIC, INC.	WWTP - REPAIRS	505.76
CLEAR VIEW B.R. LLC	JPD - OUTSIDE WINDOW CLEANING	15.00
CONSUMERS ENERGY	CEMETERY ELECTRICITY	39.35
	EMERGENCY SIREN ELECTRICITY	41.57
	CITY-WIDE STREETLIGHT ELECTRICITY	1,508.36
	IRON REMOVAL PLANT ELECTRICITY	995.48
	DDA BUILDING ELECTRICITY	412.18
	CEMETERY ELECTRICITY	53.54
	500 INS PKWY SPRINKLER METER ELECTRICITY	31.45
	598 IND PKWY SPRINKLER METER ELECTRICITY	29.66
	100 DEAL PKWY SPRINKLER METER ELECTRICITY	32.42
	WATER TOWER ELECTRICITY	87.52
	CITY HALL SECOND FLOOR ELECTRICITY	29.24
	CITY HALL ELECTRICITY	268.47
	JPD ELECTRICITY	312.99
	JFD TRUCK BAY ELECTRICITY	121.02
	JFD TRAINING ROOM ELECTRICITY	118.95
	DDA - UNMETERED PARKING LOT LIGHTS	24.14
	DDA - METERED PARKING LOT LIGHT ELECTRICITY	45.71
	CITY-WIDE LED STREET LIGHT ELECTRICITY	907.70
	DOWNTOWN/STREETSCAPE LIGHT ELECTRICITY	432.70
	FAST PARK ELECTRICITY	43.92
	WRIGHT ST PARK ELECTRICITY	34.91
	RADIO TOWER ELECTRICITY	36.58
	WWTP ELECTRICITY	4,747.05
	DPW BUILDING ELECTRICITY	96.11
	FREEDOM MEMORIAL ELECTRICITY	41.96
	500 IND PKWY SPRINKLER METER ELECTRICITY	31.48
	598 IND PKWY SPRINKLER METER ELECTRICITY	29.54
	100 DEAL PKWY SPRINKLER METER ELECTRICITY	32.59
	WATER TOWER ELECTRICITY	66.10
	CITY HALL SECOND FLOOR ELECTRICITY	29.27
	CITY HALL ELECTRICITY	277.78
	JPD ELECTRICITY	279.38
	JFD TRUCK BAY ELECTRICITY	113.45
	JFD TRAINING ROOM ELECTRICITY	96.83
	DDA - UNMETERED PARKING LOT LIGHT	24.19
	DDA - METERED PARKING LOT LIGHT	37.17
	FAST PARK ELECTRICITY	50.31
	WRIGHT ST PARK ELECTRICITY	34.53
	RADIO TOWER ELECTRICITY	35.90
	WWTP ELECTRICITY	4,482.47
	DPW BUILDING ELECTRICITY	99.04
	FREEDOM MEMORIAL ELECTRICITY	41.99
		16,255.00
CURRENT OFFICE SOLUTIONS	JPD/JFD/WWTP - OPERATING SUPPLIES	188.72

09/22/2022

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
	OFFICE SUPPLIES	18.29
	JPD - OPERATING SUPPLIES	50.61
	CITY HALL - OPERATING SUPPLIES	85.59
	OFFICE SUPPLIES	14.47
	COPIER MAINTENANCE	101.11
		458.79
DRAKE, JERRY	R2PC MEETING MILEAGE	38.75
ELHORN ENGINEERING COMPANY	WATER - SUPPLIES	1,369.00
FIRST NATIONAL BANK OMAHA	OOM MEMBERSHIP/ELECTION MEALS	152.48
	SUPPLIES/TOOLS/CONFERENCES	901.87
	ZOOM MEMBERSHIP	14.99
		1,069.34
FLEIS & VANDENBRINK ENG, INC.	DDA - STREETScape IMPROVEMENT DESIGN	8,000.00
GRAINGER	WATER - SUPPLIES	276.93
GREENMARK EQUIPMENT	MVP - REPAIRS	4.99
	MVP - REPAIRS	44.48
	WWTP - VACTOR REPAIRS	459.38
	MVP - REPAIRS	63.26
	MVP - REPAIRS	34.80
	MVP - REPAIRS	44.76
		651.67
HILLSDALE COUNTY CENTRAL DIS	JPD - ID NETWORKS MAINT FEES	334.44
HILLSDALE COUNTY CLERK	AUGUST ELECTION EXPENSES	427.86
HILLSDALE HOSPITAL	WWTP/MVP - CDL PHYSICALS	171.00
HYDROCORP, INC	WATER - CROSS CONNECTION PROGRAM	535.50
INTERSTATE ALL BATTERY CENTER	WWTP/CITY HALL - UPS BATTERIES	168.95
JONESVILLE HARDWARE	SUPPLIES/REPAIRS	333.82
JONESVILLE LUMBER	SUPPLIES/REPAIRS	15.68
JONESVILLE, CITY OF	CITY HALL WATER/SEWER	50.65
	JFD WATER/SEWER	58.75
	JPD WATER/SEWER	50.65
	DPW WATER/SEWER	50.65
	WWTP WATER/SEWER	199.36
	WRIGHT ST PARK WATER/SEWER	52.31
		462.37
KENNEDY INDUSTRIES, INC.	WWTP - REBUILD FILTER FEED PUMP	26,470.00
MERIT LABORATORIES	WWTP - TESTING	22.00
MICHIGAN DOWNTOWN ASSOCIATION	GRAY - ANNUAL CONFERENCE	205.00
MICHIGAN GAS UTILITIES	IRON REMOVAL PLANT GAS SERVICE	37.64
	JPD GAS SERVICE	40.33
	JFD GAS SERVICE	37.79
	GAS LIGHT SERVICE	67.00
	DPW BUILDING GAS SERVICE	38.12
	CITY HALL GAS SERVICE	38.12
		259.00
MICHIGAN LAWN & LANDSCAPE	MOWING/WEED CONTROL SERVICES	2,926.55
MML LIABILITY & PROPERTY POOL	PROPERTY/LIABILITY INSURANCE RENEWAL	45,184.00
MML WORKERS COMPENSATION FUN	WORK COMP QUARTERLY INVOICE	1,797.00
MUNICIPAL SUPPLY CO.	WATER SUPPLIES	633.42
	WATER SUPPLIES	(473.22)
	WATER SUPPLIES	90.00
	WATER SUPPLIES	(90.00)
		160.20
NORM'S TIRE & SERVICE	MVP - TRUCK 2/FRONT TIRE REPLACEMENT	401.31
	JFD - TIRE DISPOSAL	45.50
		446.81
PERFORMANCE AUTOMOTIVE	MVP - TOOLS/REPAIRS	680.37
POSTMASTER	METER READ CARDS/POSTAGE - WATER/SEWER BILLS	525.54
SHARE CORPORATION	MVP - TOOLS/SUPPLIES	297.83
STATE OF MICHIGAN	HUGHES - WASTEWATER B EXAM APP FEE	70.00
	WWTP - TESTING	175.00
		245.00
SUPERFLEET MASTERCARD PROGRAM	GASOLINE	1,263.91

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
TRACTOR SUPPLY CREDIT PLAN	SUPPLIES/REPAIRS	241.94
TRUCK AND TRAILER SPECIALTIES	MVP - TRUCK 3/SALT SPREADER MOTOR	1,019.68
UNIFIRST CORPORATION	MVP - SHOP TOWELS	29.22
	WWTP - UNIFORM RENTAL	43.20
	WWTP - UNIFORM RENTAL	46.04
	MVP - SHOP TOWELS	32.47
	WWTP - UNIFORM RENTAL	46.04
	WWTP - UNIFORM RENTAL	46.04
	JPD - FLOOR MATS	38.70
	MVP - SHOP TOWELS	32.47
	WWTP - UNIFORM RENTAL	46.04
		360.22
USA BLUEBOOK	WATER - SUPPLIES	926.43
	WWTP - OPERATING SUPPLIES	102.98
		1,029.41
USALCO LLC	WWTP - SUPPLIES	5,369.67
VERIZON WIRELESS	DPW CELL PHONE	25.00
	JPD/DPW-CELL PHONES/RADIO TOWER/JPD-MODEMS	280.23
		305.23
WATKINS, LEVI/DBA WATKINS FENIND PARK FENCE REPAIR		100.00
WELLS EQUIPMENT SALES, INC.	MVP - VEHICLE REPAIRS	129.96
	MVP - VEHICLE REPAIRS	163.87
	MVP - REPAIRS	(39.60)
		254.23
WICKHAM'S TREE SERVICE, LLC	WRIGHT ST PARK - TREE REMOVAL	1,700.00
	Total:	140,789.54

**CITY OF JONESVILLE
PLANNING COMMISSION
Minutes of August 10, 2022**

A City of Jonesville Planning Commission meeting was held on Wednesday, August 10, 2022 at the Jonesville Police Department, 116 W. Chicago Street, Jonesville, MI. Chair Christine Bowman called the meeting to order at 7:00 p.m.

Present: Jim Ackerson, Christine Bowman, Jerry Drake, Charles Crouch, Annette Sands and Olivia Stemen.

Absent: Marty Ethridge

Also Present: Jeff Gray, Jacob Hurt (R2PC) and Stephen Bezold (R2PC)

Jerry Drake led the Pledge of Allegiance and the moment of silence.

A motion was made by Annette Sands and supported by Jerry Drake to approve the agenda as presented. All in favor. Absent: Marty Ethridge. Motion carried.

Olivia Stemen made a motion and was supported by Jim Ackerson to approve the minutes from July 13, 2022. All in favor. Absent: Marty Ethridge. Motion carried.

Jacob Hurt and Stephen Bezold of R2PC were introduced. The proposal for the Recreation Plan Update and the Plan approval process were reviewed. The Planning Commission toured Wright Street Park and discussed park usage, plans to remove the tennis courts and strategies to get public input on park improvements. A motion was made by Jim Ackerson and supported by Annette Sands to recommend the R2PC Proposal to City Council. All in favor. Absent: Marty Ethridge. Motion carried.

The next meeting is scheduled for September 14, 2022 at 7:00 p.m.

The meeting was adjourned at 8:05 p.m.

Submitted by,

Cynthia D. Means
Clerk

Region 2 PLANNING COMMISSION

Serving Hillsdale, Jackson & Lenawee Counties

MEETING MINUTES

Region 2 Planning Commission - Full Commission
 Lenawee District Library
 4459 W. U.S. 223
 Adrian, MI 49221

Thursday, July 14, 2022

I. **Call to Order** – Chair Jancek called the meeting to order at 2:07 PM. A quorum was present.

Attendance:

Acker	Dillon	Heath	Shaw
Adams	✓ Donaldson	Herlein	Shotwell (E)
✓ Bair (E)	✓ Drake (E)	Horwath	✓ Sigers (E)
Baker	Driskill (E)	✓ Jancek (E)	✓ Smith
Bales	✓ Duckham (E)	Jennings	✓ Snell
Barnhart	✓ Elwell (E)	Kamaz	✓ Southworth
Beach	✓ Everidge	Kastel	Sutherland
Beecher	✓ Gaede (E)	Keller	Swartzlander (E)
✓ Beeker (E)	Gallagher, D.	Koehn	Teriaco
Blythe	Gallagher, F.	Lammers	✓ Tillotson (E)
Boggs	Gentner	Lance	Todd
Bolton	Goetz (E)	Linnabary	Votzke
Bush	Gould, J.	Mackinder	Wagner
✓ Bussell	✓ Gould, L. (E)	Miller	Webb
Camacho	Greene (E)	Navarro	Weir
Chamberlain	Greenleaf	Nickel	Wiley
Collins	Griffin	Overton (E)	Williams
Cornish	Gross	Pixley	Wilson
Cousino	✓ Guetschow (E)	Poleski	Winter
Cure	Havican	Richardson	Witt (E)
David	Hawkins	Root	✓ Wittenbach (E)
DeBoe	Hawley	✓ Schlecte	

Key: ✓ = present (E) = Executive Committee member

Staff Present: Stephen Bezold, Brett Gatz, Jacob Hurt, Jill Liogghio, Anton Schauerte

Others Present: Jeff Mitchell, Springport Township

- II. **Approval of the July 14, 2022 Agenda** – The motion was made by Comm. Tillotson, supported by Comm. Snell, to approve the July 14, 2022 agenda as presented. The motion carried unanimously.
- III. **Public Comment** – Chair Jancek requested public comment. No comments were received.
- IV. **Approval of the Full Commission Meeting Minutes for May 12, 2022** – The motion was made by Comm. Bair, supported by Comm. Snell, to approve the Full Commission meeting minutes of May 12, 2022 as submitted. The motion carried unanimously.
- V. **Approval of the Action Taken at the June 9, 2022 Executive Committee Meeting** – The motion was made by Comm. Bair, supported by Comm. Duckham, to approve the action taken at the June 9, 2022 Executive Committee meeting. The motion carried unanimously.
- VI. **Receipt of Treasurer’s Report of June 30, 2022** – A motion was made by Comm. Snell, and supported by Comm. Duckham, to receive the June 30, 2022 Treasurer’s Report as presented. The motion carried unanimously.
- VII. **Approval of July 14, 2022 Submitted Bills** – A motion was made by Comm. Drake, supported by Comm. Bair, to approve payment of the July 14, 2022 submitted bills. The motion carried unanimously.
- VIII. **Staff Progress Report for June 2022** – The June 2022 staff progress report was included in the agenda packet. Mr. Hurt presented highlights from the staff progress report for the month of June.
- IX. **Approval of Amendments to the JACTS FY 2020-2023 Transportation Improvement Programs (TIP)** – Mr. Schauerte requested the following changes be made to the JACTS FY 2020-2023 Transportation Improvement Program (TIP).

JATA

Fiscal Year	Project Name	Limits	Primary Work Type	Project Description	Federal Cost	State Cost	Total Project Cost
2022	JN 207691 - Section 5307 Operating	N/A	SP3000 Operating Assistance	New Apportionments	\$1,692,518	\$1,592,451	\$3,284,969

Action: Amend project

A motion was made by Comm. Snell, supported by Comm. Smith, to approve the amendments to the FY 2020-2023 Transportation Improvement Program (TIP). The motion carried unanimously.

- X. **Approval of the FY 2023-2026 Transportation Improvement Program (TIP)** – Mr. Schauerte stated that all changes to the DRAFT FY 2023-2026 TIP since it was published on 4/28/22 were outlined in the packet and presented at the June meeting.

A motion was made by Comm. Elwell, Supported by Comm. Duckham to approve the FY 2023-2026 Transportation Improvement Program (TIP). The motion carried unanimously.

XI. Other Business – No business was brought before the Commission.

XII. Public Comment / Commissioners' Comments – No comments were made.

XIII. Adjournment – There being no further business, Chair Jancek adjourned the meeting at 2:25 p.m.

Alan Beeker
Secretary

Region 2 PLANNING COMMISSION

Serving Hillsdale, Jackson & Lenawee Counties

MINUTES

Region 2 Planning Commission – Executive Committee
Hillsdale City Hall
97 N. Broad Street
Hillsdale, MI 49242

Thursday, August 11, 2022

1. **Call to Order** – Chair Jancek called the meeting to order at 2:03 p.m. A quorum was present.

Executive Committee Members:

Bair	Goetz	Swartzlander
✓ Beeker	Gould	✓ Tillotson
✓ Drake	Greene	Witt
Driskill	✓ Jancek	✓ Wittenbach
✓ Duckham	Overton	
✓ Elwell	Shotwell	
Gaede	✓ Sigers	

Key: ✓ = present

Other Commissioners Present: Judy Southworth, Jackson County

Others Present: None

Staff Present: Stephen Bezold, Brett Gatz, Jacob Hurt, Anton Schauerte

2. **Approval of the Agenda** – A motion was made by Comm. Duckham, supported by Comm. Drake, to approve the August 11, 2022 Executive Committee agenda as presented. The motion carried unanimously.
3. **Public Comment** – Chair Jancek announced the first opportunity for public comment. No public comments were received.
4. **Approval of Minutes of the June 9, 2022 Executive Committee Meeting** – A motion was made by Comm. Duckham, supported by Comm. Tillotson, to approve the June 9, 2022 Executive Committee meeting minutes as submitted. The motion carried unanimously.
5. **Receipt of the Treasurer's Report of July 31, 2022** – A motion was made by Comm. Elwell, supported by Comm. Duckham, to approve receipt of the Treasurer's Report for July 31, 2022. The motion carried unanimously.

6. **Approval of the August 11, 2022 Submitted Bills** – A motion was made by Comm. Drake, supported by Comm. Elwell, to approve payment of the August 11, 2022, submitted bills as presented. The motion carried unanimously.
7. **Staff Progress Report for July, 2022** – Mr. Hurt presented highlights from the staff progress report for the month of July 2022.
8. **Approval of Amendments to the JACTS Fiscal Year (FY) 2020-2023 Transportation Improvement Program (TIP)** – The following amendments to the JACTS FY 2020-2023 Transportation Improvement Programs (TIP) were submitted for review and approval, as outlined below, by the Michigan Department of Transportation (#1, #2) and by the Jackson Area Transportation Authority (#3)
 1. JN 216828 - FY 2022 – Amtrak – Tie and Surface Program – \$0 Federal; \$5,880,002 State; \$5,880,002 Total - (**Add Phase*)
 2. JN 211081 - FY 2022 – WB I-94 (Race Rd. to Jackson/Washtenaw County Line) – HMA Mill and 1 Course Overlay - \$2,457,090 Federal; \$273,010 State; \$0 Local; \$2,730,100 Total - (**Funding Increase*)
 3. JN 212963 – FY 2022 – Section 5339 – Admin/Maint. Facility Improvements - \$105,350 Federal; \$26,338 State; \$0 Local; \$131,688 Total – (**Update to actual FY22 apportionments*)

Mr. Schauerte stated that in the packet, the amendment shows that a new job would be created for the recently-released Section 5339 funding by the Federal Transit Administration (FTA). Mr. Schauerte also stated that since the packet was published, R2PC staff learned that when transit apportionments are released each FY, the existing job should be updated instead of creating a new job in MDOT's project-tracking software, JobNet. As a result, it was clarified that amendment #3 above is an increase to the funding of Job Number 212963 from [\$56,000 Federal; \$14,000 State; \$0 Local; \$70,000 Total] to the funding amounts listed above.

The motion was made by Comm. Duckham, supported by Comm. Elwell, to approve the proposed amendments for the JACTS FY 2020-2023 Transportation Improvement Program (TIP) as clarified. The motion carried unanimously.

9. **Other Business** – Mr. Hurt asked if there were any particular people or agencies that should be invited to present at future meetings. Chair Jancek stated that it would be useful to hear from any local agencies. Chair Jancek also provided an overview of the timeline and project specifications of the new industrial park in Blackman Township.
10. **Public Comment / Commissioners Comments** – No public comments were received.
11. **Adjournment** – There being no further business, the meeting was adjourned by Chair. Jancek at 2:24 p.m.

Alan Beeker
Secretary

Economic Development Partnership of Hillsdale County
Minutes of Regular Meeting
July 14, 2022

Board Members Present: Rick Schaerer, Tom Robinson, Kelly Hodshire, Vicki Morris, Jason Smith, Kym Blythe, Greg Moore, Jeremiah Hodshire, John Condon, Tony Samon, Kelly LoPresto

Board Members Absent: Ned Bever, Troy Reehl, Tracy McCullough, David Mackie, Don Germann, Katrina Mosher, Ron Griffiths, Doug Ingles, Jeff Gray

Guests: Sally Clark

Staff: Susan Smith, Annette Sands

Call to Order: 8:03 a.m.- Rick Schaerer

- Motion by Tom Robinson to approve agenda, with deletion of Representative Fink presenting due to scheduling conflict
Support by Greg Moore, unanimously approved
- Motion by Vicki Morris to approve July, 2022 Minutes
Support by Kym Blythe, unanimously approved
- Motion by Kym Blythe to approve 2022-2023 budget
Support by Vicki Morris, unanimously approved
- Motion by Greg Moore to approve Treasurer's Report
Support by Tom Robinson, unanimously approved
- Motion by Vicki Morris to approve the Director's Report
Support by Kelly Hodshire, Unanimously approved

Treasurer's Report: Consisted of an overview of the EDP's current fiscal year, 2021-2022. Currently, total Net Assets are \$283,917. The net income for the year is \$20,114. Ended the year with a positive \$6373, with anticipating a loss for the year due to unknowns in contracts and training profits. Overview of the proposed budget for 22-23 fiscal year.

Director's Report: Consisted of an overview of happenings at the EDP.

- EDA Grant- currently have 19 active contracts
- HISD/HACC mock interview, advisory committee for Welding and Engineering programs, employer event
- Indiana Northeastern Railroad-day trips, meetings, short run events
- MEDC Camden attraction project
- County Commissioners meeting in regards to investment in partnership
- LDFA Economic update and Region II economic update
- MEDC Site requests: Projects Volcan, Move Metal, Tachyon
- Retention calls with Sally Clark, MWSE Representative : Ross Design, Hillsdale Hospital, Metal Technologies

- Talent and Training classes at the LRTC and onsite customized to companies needs
- WCSR Community spotlight with Don Germann
- EDP Community Involvement
- September 15th event at the LRTC "Manufacturing Careers in Motion" hands on interactive family event

Round Table Discussion:

- John- they are growing! Sales are up as many US companies are learning lesson on imports and buying in the country. Purchasing new building to consolidate three into one. Increasing by double digits and expanding footprint.
- Tom-MWSE is having a lot of great results in Hillsdale. Currently have 5-IWT's, 5-OJT's and 6 Going Pro to finalize. This is the largest quarterly growth since 2018. Sally is doing a great job in Hillsdale County. MWSE is also working on Apprenticeships. Have done four of them this year, which include: Window washer, additive manufacturing, maintenance technician, autobody. State of region partners, mid-late August. Going pro proposed to launch in Late September
- Kelly Lopresto- possible begin of Meijers build soon. Train tour event will be coming to Hillsdale, Trevathons moved back to home locations, sweet shop is all located in Adrian/ but does have curbside offer, bakery, pizza oven downtown/brickoven. Forming a broadband committee task force. New Year's Eve event, Manufacturing Industrial Park new purchaser of land
- Vicki- Mortgages are slowing down, as the rates are increasing. New construction is up, refi low. New rates are 6.9% for 20 year. Discussion on the bidding wars, due to the lack of housing. Buyer never wins in these situations. 2006-2007 housing crisis was due to the fraud
- Greg- Consumers approval of 30 year clean energy plan. The warnings of energy supply shortages is not due to Michigan suppliers not doing their jobs. Energy companies in Michigan have to prove 4 year supply of energy, but the problem with possible blackouts is that MISO does not have to have this accountability and the grid is tied into other states such as Illinois. Which is out of their control. Consumers is purchasing the Heartland Solar project. Consumers is working more out in the communities to bring awareness to the solar projects for land owners. Waldron new substation. Current difficulties with solar panels and will continue until they are sourced from the US companies. Substation on Moore Road has been updated. (John thanked Greg for the Nice Job done on this project!)
- Sally- MWSE, Representative-Thank you for allowing to join meeting, was a pleasure to be present
- Jason- happenings in Litchfield, negotiations on bakery downtown, grocery store discussions. Carnico closed on building, hope to be up and running by first quarter of next year. Finishing Touch building. Indiana Northeastern Railroad, transload station on Herring Road property.

Adjournment: 9:03 a.m.- Rick Schaerer

Respectfully submitted,
Annette Sands

**Jonesville Downtown Development Authority
Special Meeting
Minutes of September 7, 2022**

Present: Don Toffolo, Gerry Arno, Gale Fix, Mary Ellen Sattler and Joe Ruden.

Absent: Chris Fast, Anthony Smith, Penny Sarles and Abe Graves.

Also Present: Jeff Gray, Dan Loew (DH Roberts Construction), David Windle, Annette Sands and Roger Sands.

Chairman Don Toffolo called the meeting to order at the Jonesville Police Department, 116 W. Chicago Street, Jonesville, MI to order at 5:30 p.m.

Gale Fix made a motion and was supported by Joe Ruden to approve the agenda as presented. All in favor. Absent: Chris Fast, Anthony Smith, Penny Sarles and Abe Graves. Motion carried.

Manager Gray spoke briefly regarding DH Roberts Construction requesting an extension of the pre-development agreement for the building located at 121 Water Street. Dan Loew of DH Roberts Construction advised the board there have been extenuating circumstances with their design engineer. They are communicating with an environmental firm and will have all of their financial data. They expect that a development plan will be available for review in six (6) weeks.

A motion was made by Joe Ruden and supported by Mary Ellen Sattler to grant the extension for the pre-development agreement of 121 Water Street for 90 days. All in favor. Absent: Chris Fast, Anthony Smith, Penny Sarles and Abe Graves. Motion carried.

The next scheduled DDA Meeting is Tuesday, September 13, 2022 at 8:30 a.m.

A motion was made by Gale Fix and supported by Joe Ruden to adjourn the meeting at 5:36 a.m. All in favor. Absent: Chris Fast, Anthony Smith, Penny Sarles and Abe Graves. Motion carried.

Submitted by,

Cynthia D. Means
Clerk

JONESVILLE POLICE DEPARTMENT

116 W. Chicago St.
Jonesville, MI 49250-1106



(517) 849-2101
(517) 849-2520 (fax)

ACTIVITY SUMMARY FOR AUGUST 2022

Total reports written: 56

Accident, Hit & Run: 0
Accident, Public Roadway: 1
Accident, Private Property: 6
Alcohol Violations: 0
Assault(s): 0
Burglary: 2
Burglary Alarm: 1
Carrying concealed weapon: 0
CSC: 0
Damage to Property: 1
Domestic Violence: 1
Fraud: 1
Felonious Assault: 0
Flee and Elude: 0
General Assist: 3
Larceny: 2
Medical Emergency: 7
Mental Petition: 0
Natural Death: 0
Narcotic violation: 2
Noise Complaint: 0
Nuisance Animals: 0
Other Arrests: (warrants, traffic-DWLS/Revoked, etc.): 12
OUIL/OUID: 1
Retail Fraud: 4
Resisting & Obstructing: 1
Suspicious situation: 3
Suicide: 1
Traffic/Moving Violations: 25
UDAA/recovery: 1



**JONESVILLE FIRE DEPARTMENT
August 2022 SUMMARY**

114 W. Chicago St.
Jonesville, MI 49250
(517) 849-2101
(517) 849-2520 Fax

Total Calls for 2022 = 140
Total Calls for August= 21

Members	Date	Type of call	Location	City	Fayette	Scipio	Mutual	Training
6	8/2/2022	Fire Alarm/no fire	210 North Street	X				
5	8/3/2022	Fire Disregard	55 S Norwood Ave				X	
10	8/3/2022	PI Accident	475 E Chicago ST	X				
10	8/3/2022	Fire Disregard	Wise/ Chicago		X			
10	8/8/2022	MVA	Homer & Ball		X			
6	8/9/2022	Wires Down	2880 E Chicago Rd			X		
9	8/9/2022	MVA	E Mosherville/ Pope Rd			X		
4	8/15/2022	Assist Medical	US12/ Halfmoon Lake Rd				X	
8	8/17/2022	Training	Station					X
7	8/18/2022	PDC Accidnet	US12/Water St	X				
7	8/18/2022	Controlled Burn	US12 Halfmoon Lake Rd		X			
10	8/20/2022	Assist Medical	411 Parkwood Dr				X	
8	8/20/2022	Fire Alarm/no fire	260 Gaigne St	X				
8	8/21/2022	Medical Disregard	417 Parkwood Dr				X	
15	8/22/2022	Training	Station					X
13	8/22/2022	Assist Medical	312 Liberty St				X	
11	8/23/2022	Odor Investigation	11020 Milnes Rd			X		
9	8/24/2022	Assist Medical	157 Jermaine St				X	
3	8/29/2022	PI Accident	701 Olds St	X				
12	8/29/2022	Wires Down	418 W Chicago St	X				
12	8/29/2022	Wires Down	217 E. Chicago St	X				

Monthly Calls

Year Total Type of Call

<u>City</u>	<u>Fayette</u>	<u>Scipio</u>	<u>Mutual</u>	<u>Training</u>
45	25	8	41	21

	<u>City</u>	<u>Fayette</u>	<u>Scipio</u>	<u>Mutual</u>	<u>Training</u>
January	2	1	1	5	3
Febuary	4	2		4	3
March	5	3		5	2
April	3	5	1	5	3
May	7	4	1	6	2
June	6	3	1	4	4
July	11	4	1	6	2
August	7	3	3	6	2
September					
October					
November					
December					

MONTHLY OPERATING REPORT

August 2022

SUBMITTED: September 16, 2022

WATER FLOW

MAXIMUM 704,000
MINIMUM 098,000
AVERAGE 239,000
TOTAL 7.396 MG

WASTEWATER FLOW

MAXIMUM 395,200
MINIMUM 283,400
AVERAGE 320,400
TOTAL 9.9313 MG

CALLOUTS: 3 (2 at the Wastewater Plant & 1 at the Ion Removal Plant)

OPERATION & MAINTENANCE

The plant was not in compliance with the NPDES permit limitations during the month of August 2022. The ammonia nitrogen limit of 2.0 mg/l daily maximum was violated due to the temporary repair on the south trickling filter failed. Adjustments were made and the filter has been operating properly.

The rebuilt filter feed pump has been placed back in service.

The Wastewater Plant Laboratory processed 100 Bacteria tests, 29 Nitrate tests and 19 Nitrite tests in July. The annual totals through July 2022 are as follows:

- Total Coliform Bacteria-----750
- Nitrates-----211
- Nitrites-----119

5-Day Biochemical Oxygen Demand

NPDES Permit 30 Day Average Limit is 4 mg/l

NPDES Permit Daily Maximum is 10 mg/l

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—2.8 mg/l

Average Percent Removal from the Raw Wastewater—98.4 %

Daily Maximum—7 mg/l

Total Suspended Solids

NPDES Permit Limit is 20 mg/l

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

Jonesville Monthly Average—2.0 mg/l

Average Percent Removal from the Raw Wastewater—98.6%

Total Phosphorus

NPDES Permit Limit 1 mg/l Year Round

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—0.20 mg/l

Average Percent Removal from the Raw Wastewater—95.8%

Ammonia Nitrogen

Monthly Average Limit is 0.5 mg/l

Daily Maximum Limit is 2 mg/l

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—0.5mg/l

Average Percent Removal from the Raw Wastewater—97.4%

Jonesville Daily Maximum—3.18 mg/l

Brian Boyle

Jonesville Dept of Public Works

August 2022

Monthly Report

	Maintenance	Yellow Paint	White Paint	Top Dirt	COLD MIX
STATE HIGHWAYS	0 HR DT 0 HR OT			0 Yd	.25 Ton
MAJOR STREETS	0 HR DT 0 HR OT	1 Gal	7 Gals	0 Yd	0 Ton
LOCAL STREETS	0 HR DT 0 HR OT	1 Gal	3.50 Gals	0 Yd	1/8 Ton
PARKING LOTS	0 HR DT 0 HR OT	0 Gal	0 Gal		0 Ton
POLICE STATION	0 HR OT	0 Gal	0 Gal		
FIRE DEPARTMENT	0 HR OT	0 Gal	0 Gal		
SEWER DEPT	0 HR DT	0 Gal	0 Gal		
LDFA	0 HR OT		2 Gals		0 Ton
WATER	0 HR DT 0 HR OT			0 Yd	0 Ton
PARK				0 Yd	

There were no call outs.

We cold patched State Hwy.

We finished picking up brush with the trucks and tractor from the storm last month.

The little basketball court at Wright Street Park was removed and top dirt put down and seeded.

We helped set up at the Fire Station for the Elections.

We been doing the weekly brush collection.

The flower pots downtown were watered for the DDA.

The Rail Trail was mowed.

We put out extra trash cans in Fast Park for the US-12 garage sales.

We finished painting the curbs, crosswalks and the stop bars on Major, Local and LDFA Streets.

The road edges were mowed on State, Major, Local Streets and the Cemetery Annex.

Todd & Kevin attended the Outdoor Expo at MIS put on by MRWA.

Mike Kyser

**CITY OF JONESVILLE
CASH BALANCES**

	July-2022	BANK BALANCE
GENERAL FUND:		
General Fund Now Checking	101-000-001	41,476.67
General Fund CLASS Acct	101-000-007	1,488,736.55
General Fund Cemetery CLASS Acct	101-000-007.100	93,465.86
General Fund Alloc of Assets CLASS	101-000-007.200	415,212.15
MAJOR STREETS:		
Major Streets Now Checking	202-000-001	25,056.73
Major Streets CLASS Acct	202-000-007	557,129.78
LOCAL STREETS:		
Local Streets Now Checking	203-000-001	23,161.67
Local Streets CLASS Acct	203-000-007	650,940.63
STATE HIGHWAY:		
State Highway Now Checking	211-000-001	14,071.24
L.D.F.A.:		
LDFA Operating Now Checking	247-000-001	3,117.63
LDFA Operating CLASS Acct	247-000-007	2,704,912.77
D.D.A.:		
DDA Now Checking	248-000-001	1,360.44
DDA Operating CLASS Acct	248-000-007	65,657.13
SEWER FUND:		
Sewer Receiving Now Checking	590-000-001	89,124.02
Sewer Bond & Interest Checking	590-000-001.300	10.00
Sewer Receiving CLASS Acct	590-000-007	237,828.07
Sewer Plant Improv. CLASS Acct	590-000-007.200	1,394,925.07
WATER FUND:		
Water Receiving Now Checking	591-000-001	37,046.40
Water Receiving CLASS Acct	591-000-007	319,071.97
Water Plant Improvement CLASS Acct	591-000-007.100	386,300.31
Water Bond Reserve CLASS	591-000-007.200	36,758.87
Water RR&I Reserve CLASS	591-000-007.250	30,883.45
Water Tower Maint CLASS Acct	591-000-007.300	52,371.80
Water Maint CLASS Acct	591-000-007.400	66,218.74
MOTOR VEHICLE POOL:		
Motor Vehicle Pool Now Checking	661-000-001	15,704.36
Equip. Replace CLASS - Police Car	661-000-007.301	28,154.48
Equip. Replace CLASS - Fire Truck	661-000-007.336	48,309.05
Equip. Replace CLASS - DPW Equip	661-000-007.463	155,658.65
Equip. Replace CLASS - WWTP/Vactor	661-000-007.590	44,737.91
CURRENT TAX:		
Current Tax Checking	703-000-001	122,927.75
Current Tax Savings Account	703-000-002	0.00
PAYROLL FUND CHECKING:		
	750-000-001	1,180.25
GRAND TOTAL		9,151,510.40

**CITY OF JONESVILLE
CASH BALANCES**

	August-2022	BANK BALANCE
GENERAL FUND:		
General Fund Now Checking	101-000-001	146,308.67
General Fund CLASS Acct	101-000-007	1,491,565.33
General Fund Cemetery CLASS Acct	101-000-007.100	93,643.45
General Fund Alloc of Assets CLASS	101-000-007.200	416,001.10
MAJOR STREETS:		
Major Streets Now Checking	202-000-001	34,796.66
Major Streets CLASS Acct	202-000-007	558,188.38
LOCAL STREETS:		
Local Streets Now Checking	203-000-001	55,446.12
Local Streets CLASS Acct	203-000-007	652,177.49
STATE HIGHWAY:		
State Highway Now Checking	211-000-001	13,690.71
L.D.F.A.:		
LDFA Operating Now Checking	247-000-001	3,792.25
LDFA Operating CLASS Acct	247-000-007	2,700,059.35
D.D.A.:		
DDA Now Checking	248-000-001	2,350.78
DDA Operating CLASS Acct	248-000-007	55,763.40
SEWER FUND:		
Sewer Receiving Now Checking	590-000-001	124,057.58
Sewer Bond & Interest Checking	590-000-001.300	10.00
Sewer Receiving CLASS Acct	590-000-007	238,279.97
Sewer Plant Improv. CLASS Acct	590-000-007.200	1,397,575.57
WATER FUND:		
Water Receiving Now Checking	591-000-001	54,178.65
Water Receiving CLASS Acct	591-000-007	319,678.23
Water Plant Improvement CLASS Acct	591-000-007.100	387,034.31
Water Bond Reserve CLASS	591-000-007.200	36,828.72
Water RR&I Reserve CLASS	591-000-007.250	30,942.13
Water Tower Maint CLASS Acct	591-000-007.300	52,471.31
Water Maint CLASS Acct	591-000-007.400	66,344.56
MOTOR VEHICLE POOL:		
Motor Vehicle Pool Now Checking	661-000-001	16,850.98
Equip. Replace CLASS - Police Car	661-000-007.301	28,207.98
Equip. Replace CLASS - Fire Truck	661-000-007.336	48,400.83
Equip. Replace CLASS - DPW Equip	661-000-007.463	155,954.42
Equip. Replace CLASS - WWTP/Vactor	661-000-007.590	44,822.92
CURRENT TAX:		
Current Tax Checking	703-000-001	366,976.89
Current Tax Savings Account	703-000-002	0.00
PAYROLL FUND CHECKING:		
	750-000-001	2,254.18
GRAND TOTAL		9,594,652.92

Thank you so much to the



City of
Jonesville

for letting us
use your parks
this summer!

RECEIVED
AUG 22 2022

BY: _____

Thanks so
much!

Connor Haibe

Pat Forbes

SALLY MOORE
Sally Moore

Ben

Asa

Zoe

Jude

Misaki
Sutton

Aiden

Kaylee

Hope

Ashlee





RECEIVED
SEP 15 2022

NOTICE OF PUBLIC HEARING
TOWNSHIP OF FAYETTE PLANNING COMMISSION MEETING
SPECIAL USE PERMIT

BY: _____

PLEASE TAKE NOTICE that a meeting of the Fayette Township Planning Commission will be held on Monday, October 3, 2022 at 6:00 p.m. at the Fayette Township Hall located at 211 North St. Jonesville, MI 49250, at which time and place a public hearing will be held on the following petition: a Special Land Use Permit has been requested by Heartwood Solar, LLC to construct a 150 MW Solar Energy System – Solar Farm on an area covering approximately 989 acres on 35 parcels.

Parcel ID	Address
06 005 100 010 05 6 3	WEST CHICAGO ROAD, JONESVILLE, MI 49250
06 006 200 015 06 6 3	NORTH BUNN ROAD, JONESVILLE, MI 49250
06 005 300 007 05 6 3	WEST CHICAGO ROAD, JONESVILLE, MI 49250
06 007 400 001 07 6 3	WISE ROAD, JONESVILLE, MI 49250
06 006 200 006 06 6 3	WISE ROAD, JONESVILLE, MI 49250
06 005 100 009 05 6 3	NORTH BUNN ROAD, JONESVILLE, MI 49250
06 031 400 003 31 5 3	JONESVILLE ROAD, JONESVILLE, MI 49250
06 031 200 010 31 5 3	NORTH BUNN ROAD, JONESVILLE, MI 49250
06 006 100 003 06 6 3	WISE ROAD, JONESVILLE, MI 49250
06 031 400 006 31 5 3	NORTH BUNN ROAD, JONESVILLE, MI 49250
06 006 100 002 06 6 3	WISE ROAD, JONESVILLE, MI 49250
06 031 200 014 31 5 3	GENESEE ROAD, JONESVILLE, MI 49250
06 031 200 008 31 5 3	GENESEE ROAD, JONESVILLE, MI 49250
06 006 400 002 06 6 3	WISE ROAD, JONESVILLE, MI 49250
06 006 200 005 06 6 3	JONESVILLE ROAD, JONESVILLE, MI 49250
06 032 300 018 32 5 3	JONESVILLE ROAD, JONESVILLE, MI 49250
06 032 300 001 32 5 3	NORTH BUNN ROAD, JONESVILLE, MI 49250
06 006 200 011 06 6 3	JONESVILLE ROAD, JONESVILLE, MI 49250
06 032 100 013 32 5 3	NORTH BUNN ROAD, JONESVILLE, MI 49250
06 006 200 013 06 6 3	NORTH BUNN ROAD, JONESVILLE, MI 49250
06 006 300 001 06 6 3	WISE ROAD, JONESVILLE, MI 49250
06 006 400 001 06 6 3	WISE ROAD, JONESVILLE, MI 49250
06 007 200 001 07 6 3	WEST CHICAGO ROAD, JONESVILLE, MI 49250
06 008 100 005 08 6 3	NORTH BUNN ROAD, JONESVILLE, MI 49250
06 008 100 002 08 6 3	NORTH BUNN ROAD, JONESVILLE, MI 49250
06 008 100 007 08 6 3	NORTH BUNN ROAD, JONESVILLE, MI 49250
06 005 300 012 05 6 3	WEST CHICAGO ROAD, JONESVILLE, MI 49250
06 032 300 003 32 5 3	NORTH BUNN ROAD, JONESVILLE, MI 49250
06 006 100 004 06 6 3	JONESVILLE ROAD, JONESVILLE, MI 49250
06 031 100 009 31 5 3	GENESEE ROAD, JONESVILLE, MI 49250
06 031 300 006 31 5 3	RAINEY ROAD, JONESVILLE, MI 49250
06 031 300 005 31 5 3	JONESVILLE ROAD, JONESVILLE, MI 49250
06 031 300 002 31 5 3	RAINEY ROAD, JONESVILLE, MI 49250
06 032 300 014 32 5 3	JONESVILLE ROAD, JONESVILLE, MI 49250
06 032 300 015 32 5 3	JONESVILLE ROAD, JONESVILLE, MI 49250

A copy of the Special Use Application, the Fayette Township Zoning Ordinance and Zoning Map and all pertinent documents are available for inspection at the Fayette Township Hall located at 211 North St. Jonesville, MI 49250, telephone number (517) 849-2351, during regular business hours. Written and/or oral comments will also be received at the above named location through the date of the hearing.

Fayette Township will provide necessary reasonable auxiliary aids and services to any individuals with disabilities who plan to attend this public meeting. Persons interested in such services need to contact the Fayette Township Clerk's offices at 211 North St. Jonesville, MI 49250, (517) 849-2351 at least five working days prior to the meeting. In the case of a Special meeting where advanced notice for accommodations is not possible, every reasonable effort will be made to accommodate the disabled.

Certificate of Completion

**Kevin Collins
City of Jonesville**

Has attended the

2022 MRWA Annual Outdoor Equipment Expo

as presented by the Michigan Rural Water Association
August 11, 2022
Michigan International Speedway, Brooklyn, MI

Course Code: 1866

Water: 0.4 WT
Wastewater: 0.1 WWT
Wastewater: 0.1 WWO

Course Code: 1867

Water: 0.1 WO
Wastewater: 0.1 WWO



Melisa Lincoln

Melisa Lincoln, MRWA Membership & Marketing Director

Certificate of Completion

**Todd Ruden
City of Jonesville**

Has attended the

2022 MRWA Annual Outdoor Equipment Expo

as presented by the Michigan Rural Water Association
August 11, 2022
Michigan International Speedway, Brooklyn, MI

Course Code: 1866

Water: 0.4WT

Wastewater: 0.1 WWT

Wastewater: 0.1 WWO

Course Code: 1867

Water: 0.1 WO

Wastewater: 0.1 WWO



Melisa Lincoln

Melisa Lincoln, MRWA Membership & Marketing Director

Certificate of Completion

Brian Boyle
City of Jonesville

Has attended the

2022 MRWA Annual Outdoor Equipment Expo

as presented by the Michigan Rural Water Association

August 11, 2022

Michigan International Speedway, Brooklyn, MI

Course Code: 1866

Water: 0.4 WT

Wastewater: 0.2 WWT

Wastewater: 0.1 WWO

Course Code: 1867

Water: 0.1 WO

Wastewater: 0.1 WWO



Melisa Lincoln

Melisa Lincoln, MRWA Membership & Marketing Director

Certificate of Completion

**Edward Hughes
City of Jonesville**

Has attended the

2022 MRWA Annual Outdoor Equipment Expo

as presented by the Michigan Rural Water Association
August 11, 2022
Michigan International Speedway, Brooklyn, MI

Course Code: 1866

Water: 0.4 WT

Wastewater: 0.2 WWT

Wastewater: 0.1 WWO

Course Code: 1867

Water: 0.1 WO

Wastewater: 0.1 WWO



Melisa Lincoln

Melisa Lincoln, MRWA Membership & Marketing Director

Certificate of Completion

**Rick Mahoney
City of Jonesville**

Has attended the

2022 MRWA Annual Outdoor Equipment Expo

as presented by the Michigan Rural Water Association

August 11, 2022

Michigan International Speedway, Brooklyn, MI

Course Code: 1866

Water: 0.4 WT

Wastewater: 0.2 WWT

Wastewater: 0.1 WWO

Course Code: 1867

Water: 0.1 WO

Wastewater: 0.1 WWO



Melisa Lincoln

Melisa Lincoln, MRWA Membership & Marketing Director

Jeff Gray

From: Comcast Heartland <Comcast_Heartland@comcast.com>
Sent: Thursday, August 25, 2022 12:36 PM
Cc: Snyder, Jeffrey
Subject: Comcast Programming Advisory

Good afternoon:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following change:

- Effective September 30, 2022, the Olympic Channel will cease operations.

Please feel free to contact me at 616-560-1922 if you have any questions.

Sincerely,

Jeffrey Snyder
Senior Manager, External Affairs
Comcast, Heartland
Region

5300 Patterson Ave. Suite 230
Grand Rapids, MI 49512