



**CITY OF JONESVILLE
COUNCIL AGENDA
FEBRUARY 21, 2024 - 6:30 P.M.
JONESVILLE CITY HALL, 265 E. 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 2024-04 – Notice of Intent to Issue
Capital Improvement Bonds

[ROLL CALL][Action Item]

B. Consider Professional Services Agreements

[Action Item]

C. Resolution 2024-05 – Electronic Devices and Computer Policies

[ROLL CALL][Action Item]

D. Resolution 2024-06 – Designation of a Street Administrator

[ROLL CALL][Action Item]

E. Mutual Aid Fire Control Agreement – MDNR

[Action Item]

F. Fiscal Year 2024-25 Budget Calendar

[Action Item]

G. Title VI Plan Updates

[Action Item]

H. Quarterly Financial Report

[Information Item]

7. COUNCIL MINUTES

A. January 17, 2023 Regular Meeting

[Action Item]

8. ACCOUNTS PAYABLE

A. Accounts Payable for February 2024 totalling \$87,443.58

[Action Item]

9. BOARD AND COMMISSION MINUTES

[Action Item]

A. Planning Commission – January 16, 2024 (Guyse)

10. DEPARTMENT REPORTS

A. Public Safety – Director Lance

B. Water/Wastewater Treatment Plant – Superintendent Hughes

C. Department of Public Works – Superintendent Crouch


D. Cash Report – Finance Director Spahr

11. ADJOURN to Fire Department for Facility Tour

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.



To: Jonesville City Council
From: Jeffrey M. Gray, City Manager 
Date: February 16, 2024
Re: Manager Report and Recommendations – February 21, 2024 Council Meeting

**6. A. Resolution 2024-04 – Notice of Intent to Issue
Capital Improvement Bonds**

[ROLL CALL][Action Item]

The City has capital planned for the reconstruction of West and Adrian Streets, from Chicago Street to Maumee Street, for this construction season. The project would also involve abandoning a 4-inch water main on West Street and reconnecting water services to an existing 12-inch main. The project will also include new 8-inch water mains on Franklin and Liberty Streets. New water services to residences will be installed, where required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) regulations.

Resolution 2024-04 has been prepared by the City's bond counsel and would authorize the publication of a notice regarding the City's intent to issue capital improvement bonds for the project. The resolution would authorize borrowing up to \$1.5 million for the project. The actual funds to be borrowed is anticipated to be less, as the current engineer's estimate is \$1.12 million and fund balance is anticipated to offset a portion of project costs. The authorization is recommended to address uncertainties in the current bid environment. Debt service would be paid annually through current local street fund revenues. An anticipated timeline for issuance of bonds has been provided by the City's financial advisor. Staff recommends a motion to adopt Resolution 2024-04. A roll call vote is required to adopt a resolution. *Please refer to Resolution 2024-04, engineer's opinion of probable costs, and timetable for issuance of bonds.*

6. B. Consider Professional Services Agreements

[Action Item]

Related to Item 6. A., staff is recommending that Council consider approval of Professional Services Agreements with Miller Canfield, for bond counsel services; Baker Tilly for financial advisor services; and Wolverine Engineering for design and construction management services associated with the West Street Reconstruction project. Note that the fee for services for the Bond Counsel and Financial Advisor will be proportionate to the final borrow. Examples are included in each agreement for how those fees will be calculated. The Financial Advisor will also be reviewing potential cost savings associated with refunding the balance of our existing Sewer bond, which is also noted in the agreement. Staff recommends a motion to approve the three agreements and to authorize the City Manager to execute the same. *Please refer to the agreements from Miller Canfield, Baker Tilly, and Wolverine Engineering.*

6. C. Resolution 2024-05 – Electronic Devices and Computer Policies

[ROLL CALL][Action Item]

Resolution 2024-05 would amend the Electronic Devices Policy, that was originally drafted to address issuance of mobile tablets and laptops to staff and Council for packets, to also address the use of smartphones and desktop computers. A corresponding amendment would also be made to the Employee Handbook to reference the updated device policy. A motion to adopt Resolution 2024-05 is recommended; a roll call vote is necessary to adopt a resolution. *Please refer to Resolution 2024-05.*

6. D. Resolution 2024-06 – Designation of a Street Administrator

[ROLL CALL][Action Item]

Following appointment of Charles Crouch as DPW Superintendent, it is necessary to pass a resolution pursuant to Section 13(9) of Public Act 51 of 1951 that designates him as the City's Street Administrator. The State of Michigan supplies a template that they find acceptable for this purpose. Staff recommends a motion to adopt Resolution 2024-06; a roll call vote is necessary to adopt the resolution. *Please refer to Resolution 2024-06.*

6. E. Mutual Aid Fire Control Agreement - MDNR [Action Item]

The Cooperative Mutual Aid Fire Control Agreement would allow the City and MDNR to utilize resources from either organization when needed for the control and suppression of fires. The agreement would also make the City eligible to accept excess Federal fire protection agreement. Staff recommends a motion to approve the Mutual Aid Fire Control agreement with the Michigan Department of Natural Resources and to authorize Deputy Chief Riggs and Manager Gray to execute the same. *Please refer to the Mutual Aid Agreement with MDNR.*

6. F. Fiscal Year 2024-25 Budget Calendar [Action Item]

The proposed calendar for the development of the Fiscal Year 2024-25 Budget is attached. The calendar follows a similar time frame as has been utilized in prior years and will assure adoption of a budget prior to the start of the next fiscal year on July 1, 2024. Please note the planned special meeting on Wednesday, May 29th; this will assure that a complete draft budget will have been presented to Council prior to May 31st, in accordance with the City Charter. If the draft budget calendar is acceptable to Council, I would recommend a motion to approve it. *Please refer to the draft Fiscal Year 2024-25 Budget Calendar.*

6. G. Title VI Plan Updates [Action Item]

Organizations that receive Federal funds are required to comply with Title VI of the Civil Rights Act of 1964, and provide that individuals will not be subject to discrimination on the grounds of race, color, national origin, gender, age, or disability. The Michigan Department of Transportation (MDOT) is requiring that all communities that receive federal road funds amend their Title VI Plan with updated language regarding the filing of complaints; this new language can be found on pages 25-28. The amended plan is attached. I recommend a motion to approve the amendments to the Title VI Non-Discrimination Plan and authorize the Mayor Pro Tem and Manager to execute the same. *Please refer to the attached Title VI Plan.*

6. H. Quarterly Financial Report [Information Item]

The Fiscal Year 2024 six-month budget comparison (July 1, 2023-December 31, 2023) is attached for your review. Overall, we are in compliance with our anticipated budgeted revenue and expenditures. Finance Director Spahr has provided notes on the document regarding the line items that exceed half of the budgeted expense as of December 31st. Additional clarification of any questions can be provided at the meeting. Note that the report does not reflect the budget amendments proposed in the next agenda item. *Please refer to the attached six-month budget comparison summary.*

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 on the agenda. 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. A single motion can be taken up for all of the minutes.

10. ADJOURN to Fire Department for Facility Tour

Following completion of the Regular Meeting business, Council will convene at the Fire Department for a facility tour and equipment review with Fire Department staff.

Correspondence:

- Continuing Education Certificate – Lenore Spahr

2024-04

**NOTICE OF INTENT RESOLUTION
CAPITAL IMPROVEMENT BONDS**

CITY OF JONESVILLE
County of Hillsdale, State of Michigan

Minutes of a regular meeting of the City Council of the City of Jonesville, County of Hillsdale, State of Michigan, held on the 21st day of February, 2024, at 6:30 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Jonesville, County of Hillsdale, State of Michigan (the "City") intends to issue general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in an aggregate principal amount of not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Bonds"), for the purpose of paying the cost of capital improvements in the City, including reconstructing various streets in the City and replacing water mains and service lines in various locations in the City, together with all necessary interests in land, rights-of way, appurtenances and attachments thereto (the "Project"); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in the *Hillsdale Daily News*, a newspaper of general circulation in the City.
2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.
3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is the method best calculated to give notice to the City's electors and taxpayers residing in the boundaries of the City of the City's intent to

issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the security for the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The City reasonably expects to reimburse itself with proceeds of the Bonds for the costs of acquiring and constructing the Project which were paid or will be paid from the general fund of the City subsequent to sixty (60) days prior to today.
- (b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$1,500,000.
- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Cynthia D. Means, City Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Council of the City of Jonesville, County of Hillsdale, State of Michigan, at a regular meeting held on the 21st day of February, 2024, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that minutes of the meeting were kept and will be or have been made available as required by said Act.

Cynthia D. Means, City Clerk

EXHIBIT A

NOTICE TO ELECTORS AND TAXPAYERS OF THE CITY OF JONESVILLE OF INTENT TO ISSUE BONDS SECURED BY THE TAXING POWER OF THE CITY AND THE RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE that the City of Jonesville, County of Hillsdale, State of Michigan (the "City"), intends to issue and sell its general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an aggregate principal amount of not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000), for the purpose of paying the cost of capital improvements in the City, including reconstructing various streets in the City and replacing water mains and service lines in various locations in the City, together with all necessary interests in land, rights-of way, appurtenances and attachments thereto.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

BOND DETAILS

SAID BONDS will be payable in not more than thirty (30) years from the date of issuance of the bonds, with interest rates to be determined at a public or negotiated sale but in no event to exceed the maximum permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Cynthia D. Means
City Clerk, City of Jonesville

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City of Jonesville
2024 Street Reconstruction
West Street and Adrian Street
Franklin and Liberty Water Main
Engineer's Opinion of Probable Cost
01/30/2024

| ITEM | EST. QTY. | UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|--|--------------|------|---|---------------|--------------|
| West and Adrian Street Reconstruction | | | | | |
| 1 | 7250 | Syd | Pulverize Existing Bit. Roadway | \$1.50 | \$10,875.00 |
| 2 | 300 | Lft | Sawcut Bit Pavement | \$4.00 | \$1,200.00 |
| 3 | 650 | Cyd | Remove to Balance Pulverized Material | \$18.00 | \$11,700.00 |
| 4 | 23 | Sta | Machine Grading | \$1,000.00 | \$23,000.00 |
| 5 | 100 | Cyd | Subgrade Undercut, Type II | \$45.00 | \$4,500.00 |
| 6 | 6400 | Syd | Shape and Fine Grade | \$1.50 | \$9,600.00 |
| 7 | 650 | Cyd | Embankment, Curbed Area | \$7.50 | \$4,875.00 |
| 8 | 940 | Tons | Bit. Leveling Course, MDOT HMA 13A @ 275 #/syd | \$110.00 | \$103,400.00 |
| 9 | 580 | Tons | Bit. Wearing Course, MDOT HMA 13A @ 165#/syd | \$115.00 | \$66,700.00 |
| 10 | 9 | Ea | Adjust Existing Manhole Casting | \$525.00 | \$4,725.00 |
| 11 | 4 | Ea | Adjust Existing Water Valve Box | \$370.00 | \$1,480.00 |
| 12 | 50 | Tons | Bituminous Drive Approaches MDOT HMA 13A @ 440#/Syd, 2 Lifts | \$220.00 | \$11,000.00 |
| 13 | 8 | Ea | Erosion Control, Fabric Drops | \$125.00 | \$1,000.00 |
| 14 | 50 | Cyd | Driveway Maintenance Gravel | \$55.00 | \$2,750.00 |
| 15 | 6 | Ea | Tree Removal 6" to 8" including stump | \$800.00 | \$4,800.00 |
| 16 | 6 | Ea | Tree Removal, 19" to 36" including stump | \$1,200.00 | \$7,200.00 |
| 17 | 240 | Lft | Remove Existing Curb and Gutter | \$8.00 | \$1,920.00 |
| 18 | 520 | Syd | Remove Concrete Sidewalk and Driveway | \$7.00 | \$3,640.00 |
| 19 | 3500 | Lft | Install Curb & Gutter, MDOT Detail F4 | \$25.00 | \$87,500.00 |
| 20 | 3050 | Sft | Install 4" Concrete Sidewalk | \$7.00 | \$21,350.00 |
| 21 | 850 | Sft | Install 6" Concrete Sidewalk | \$8.00 | \$6,800.00 |
| 22 | 5500 | Sft | Install 6" Concrete, Non-Reinforced Driveway | \$8.00 | \$44,000.00 |
| 23 | 560 | Sft | Install 6" ADA Ramp | \$12.00 | \$6,720.00 |
| 24 | 12 | Ea | Truncated Dome Ramp Panels, 2.5' x 2.5' Tuftile Cast Iron | \$200.00 | \$2,400.00 |
| 25 | 1175 | Lft | Storm Sewer, 15", C76-CL IV Concrete | \$72.00 | \$84,600.00 |
| 26 | 140 | Lft | Storm Sewer, 12", C76-CL IV Concrete | \$66.00 | \$9,240.00 |
| 27 | 2 | Ea | 48" Dia. Storm Manhole Drainage Structure Including Casting "B" | \$3,200.00 | \$6,400.00 |
| 28 | 13 | Ea | 48" Dia. Storm Manhole Drainage Structure Including Casting "K" | \$3,200.00 | \$41,600.00 |
| 29 | 2 | Ea | Tap Existing Drainage Structure, 15" | \$500.00 | \$1,000.00 |
| 30 | 1 | Ea | Tap Existing Drainage Structure, 12" | \$500.00 | \$500.00 |
| 31 | 1315 | Lft | Televise and Video New Storm Sewer | \$2.00 | \$2,630.00 |
| 32 | 3500 | Lft | Underdrain, Subbase, 4" Socked | \$10.00 | \$35,000.00 |
| 33 | 80 | Lft | 8" CL 52 D.I. Water Main | \$110.00 | \$8,800.00 |
| 34 | 80 | Lft | 6" CL 52 D.I. Water Main | \$100.00 | \$8,000.00 |

City of Jonesville
2024 Street Reconstruction
West Street and Adrian Street
Franklin and Liberty Water Main
Engineer's Opinion of Probable Cost
01/30/2024

| ITEM | EST. QTY. | UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|------|--------------|-------|--|---------------|---------------------|
| 35 | 20 | Lft | 2" Copper Water Main | \$60.00 | \$1,200.00 |
| 36 | 2 | Ea | Live Tap 8" (to existing 12" Water Main) including Valve | \$4,800.00 | \$9,600.00 |
| 37 | 3 | Ea | Live Tap 6" (to existing 12" Water Main) including Valve | \$4,000.00 | \$12,000.00 |
| 38 | 3 | Ea | 6" Valved Hydrant Assembly | \$6,000.00 | \$18,000.00 |
| 39 | 3 | Ea | Remove and Salvage Existing Hydrant | \$500.00 | \$1,500.00 |
| 40 | 2 | Ea | Water Main Connection 8" to 12" | \$2,200.00 | \$4,400.00 |
| 41 | 2 | Ea | Water Main Connection, 8" to 2" | \$1,200.00 | \$2,400.00 |
| 42 | 2 | Ea | Lower Existing 12" Water Main for proposed pipe crossing | \$2,500.00 | \$5,000.00 |
| 43 | 4 | Ea | Cut and Cap to abandon existing 4" Water Main | \$750.00 | \$3,000.00 |
| 44 | 25 | Ea | New Water Service, 1", including tap, corp, curb stop and box | \$1,400.00 | \$35,000.00 |
| 45 | 1450 | Lft | Install 1" Copper Service, Tpe "K" | \$65.00 | \$94,250.00 |
| 46 | 25 | Ea | Connect New 1" Copper Water Service to Existing Water Service at House | \$450.00 | \$11,250.00 |
| 47 | 40 | Hours | Exploratory Digging/Excavation for Service Locations | \$400.00 | \$16,000.00 |
| 48 | 5 | Ea | Furnish New and Adjust Manhole Casting, EJ1040 | \$950.00 | \$4,750.00 |
| 49 | 3 | Ea | Rebuild Cone Section (3' Max.) of Existing Drainage Structure | \$1,000.00 | \$3,000.00 |
| 50 | 6700 | Syd | Slope Restroration, Type A, Lawn | \$6.00 | \$40,200.00 |
| 51 | 10 | Ea | Barricade, Type III, High Intensity, Lighted, Furnished, and Operated | \$115.00 | \$1,150.00 |
| 52 | 50 | Ea | Plastic Drum, High Intensity, Furnished and Operated | \$35.00 | \$1,750.00 |
| 53 | 1 | Lsum | Signing and Traffic Control | \$10,000.00 | \$10,000.00 |
| 54 | 1 | Lsum | Minor Traffic Devices | \$4,500.00 | \$4,500.00 |
| 55 | 1 | Lsum | Project Clean Up | \$5,500.00 | \$5,500.00 |
| 56 | 1 | Lsum | Pre-Construction Video/Existing Surface Conditions | \$3,500.00 | \$3,500.00 |
| | | | Estimated Construction Cost - West and Adrian Streets | | \$928,855.00 |
| | | | | | |

City of Jonesville
2024 Street Reconstruction
West Street and Adrian Street
Franklin and Liberty Water Main
Engineer's Opinion of Probable Cost
01/30/2024

| ITEM | EST. QTY. | UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|-----------------------------------|--------------|------|---|---------------|-----------------------|
| Franklin Street Water Main | | | | | |
| 1 | 505 | Lft | 8" CL 52 D.I. Water Main | \$110.00 | \$55,550.00 |
| 2 | 1 | Ea | Water Main Connection 8" to 6" | \$2,000.00 | \$2,000.00 |
| 3 | 5 | Ea | New Water Service, 1", including tap, corp, curb stop and box | \$1,400.00 | \$7,000.00 |
| 4 | 165 | Lft | Install 1" Copper Service, Tpe "K" | \$65.00 | \$10,725.00 |
| 5 | 70 | Syd | Remove Concrete Sidewalk and Driveway | \$7.00 | \$490.00 |
| 6 | 630 | Sft | Install 6" Concrete, Non-Reinforced Driveway | \$8.00 | \$5,040.00 |
| 7 | 1 | Lsum | Signing and Traffic Control | \$2,500.00 | \$2,500.00 |
| 8 | 1 | Lsum | Minor Traffic Devices | \$1,000.00 | \$1,000.00 |
| 9 | 1 | Lsum | Project Clean Up | \$2,000.00 | \$2,000.00 |
| 10 | 1 | Lsum | Pre-Construction Video/Existing Surface Conditions | \$500.00 | \$500.00 |
| | | | Estimated Construction Cost - Franklin Street Water Main | | \$86,805.00 |
| Liberty Street Water Main | | | | | |
| 1 | 480 | Lft | Sawcut Bit Pavement | \$4.00 | \$1,920.00 |
| 2 | 320 | Syd | Pavement Removal | \$12.50 | \$4,000.00 |
| 3 | 50 | Tons | Bit. Leveling Course, MDOT HMA 13A @ 275 #/syd | \$165.00 | \$8,250.00 |
| 4 | 30 | Tons | Bit. Wearing Course, MDOT HMA 13A @ 165#/syd | \$200.00 | \$6,000.00 |
| 5 | 514 | Lft | 8" CL 52 D.I. Water Main | \$110.00 | \$56,540.00 |
| 6 | 1 | Ea | Water Main Connection 8" to 6" | \$2,000.00 | \$2,000.00 |
| 7 | 4 | Ea | New Water Service, 1", including tap, corp, curb stop and box | \$1,400.00 | \$5,600.00 |
| 8 | 132 | Lft | Install 1" Copper Service, Tpe "K" | \$65.00 | \$8,580.00 |
| 9 | 100 | Syd | Remove Concrete Sidewalk and Driveway | \$7.00 | \$700.00 |
| 10 | 864 | Sft | Install 6" Concrete, Non-Reinforced Driveway | \$8.00 | \$6,912.00 |
| 11 | 1 | Lsum | Signing and Traffic Control | \$2,500.00 | \$2,500.00 |
| 12 | 1 | Lsum | Minor Traffic Devices | \$1,000.00 | \$1,000.00 |
| 13 | 1 | Lsum | Project Clean Up | \$2,000.00 | \$2,000.00 |
| 14 | 1 | Lsum | Pre-Construction Video/Existing Surface Conditions | \$500.00 | \$500.00 |
| | | | Estimated Construction Cost - Liberty Street Water Main | | \$106,502.00 |
| | | | Estimated Total Construction Cost | | \$1,122,162.00 |



Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Ste 150
East Lansing, MI 48823
(517) 321-0110
bakertilly.com

February 14, 2024

To: City of Jonesville's Working Group

From: Andy Campbell, CPA, *Director*
Brittany Brower, *Consultant*

The following is the tentative timetable for the 2024 Capital Improvement Bonds:

- 2/21 Notice of Intent is adopted at regular council meeting.
- ≈2/28 Notice of Intent 45-day referendum notice published.
- 3/5 Preliminary Official Statement (POS) draft sent by Baker Tilly to the working group.
- 3/5 Rating request made on behalf of the City by Baker Tilly to Standard & Poor's.
- 3/12 Bond Specs sent by Baker Tilly to Miller Canfield.
- 3/14 Comments are due on the POS.
- 3/19 Second draft of the POS sent out to the working group.
- 3/25 Rating call preparation with the City and Baker Tilly.
- 3/26 Rating call with the City, Baker Tilly, and Standard & Poor's.
- 3/26 Due diligence call with the working group.
- 4/4 Third draft of the POS sent out to the working group.
- 4/4 Rating received.
- ≈4/12 Notice of Intent 45-day right of referendum notice expires.
- 4/17 City Council adopts Bond Authorizing Resolution at regular Council meeting.
- 4/23 Final sign off on the POS is due from the working group.
- 4/30 Notice of Sale is published by Miller Canfield in the Bond Buyer.
- 4/30 POS distributed to the market by the printer and Baker Tilly.
- 5/9 Bond sale. This date should be considered flexible right up to the Notice of Sale date. The specific date will be determined by schedules and market conditions.
- 5/14 FOS distributed to the market by the printer and Baker Tilly.
- 5/16 Closing letter sent by Baker Tilly to the working group.
- 5/23 Bond closing with funds deposited to the City's account. This date should be considered flexible right up to the Notice of Sale date.

If you have any questions or wish to suggest modifications, please let us know.

Founded in 1852
by Sidney Davy Miller



THOMAS D. COLIS
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FAX (313) 496-8450
E-MAIL colis@millercanfield.com

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UKRAINE

February 6, 2024

Via email only

Ms. Lenore Spahr
Finance Director/Treasurer
City of Jonesville
265 East Chicago Street
Jonesville MI 49250

Re: City of Jonesville - Capital Improvement Bonds

Dear Lenore,

We look forward to the opportunity to serve the City of Jonesville (the "City") as bond counsel in connection with the proposed issuance of capital improvement bonds to finance street and water main improvements in the City. You may be assured of our prompt and complete attention to this financing. It is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as bond counsel and the nature of our compensation.

Bond Counsel's Role

Bond Counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Our approving legal opinion with respect to the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price, and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and by other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

In performing our services as bond counsel, our client is the City and we will represent its interests. However our representation of the City does not alter our responsibility to render an objective opinion as bond counsel. Upon delivery of the opinion our responsibilities as bond counsel will be concluded with respect to the Bonds.

Scope of Bond Counsel Services – What We Will Do

As bond counsel, we would provide the following services customarily performed by bond counsel respecting the authorization, sale, issuance and delivery of bonds:

1. Meet or consult with City officials, the City Council, if requested, the City's engineers, the City's financial advisor and others to explain the legal nature of a proposed borrowing, the City's power to borrow and the limitations on that power, and consult with City officials and the financial advisor in the design of the bonding program and timing schedules.
2. Prepare all of the necessary resolutions, notices, agreements, and other documents necessary to authorize, issue and deliver the bonds. We also would assist the City in preparing required filings with the Michigan Department of Treasury and the Internal Revenue Service and in preparing the portion of the official statement respecting the Bonds.
3. Examine the tax issues related to the bonds (done by an attorney specializing in the requirements of the Internal Revenue Code as they apply to municipal tax-exempt bonds).
4. Prepare the bond form for printing definitive bonds for delivery to the purchaser. We will also participate in the sale and delivery of the bonds to the purchaser in order to handle legal matters that may arise at those times.
5. Give the approving opinion as to validity and enforceability of the bonds and their authorizing documents and as to the excludability of the interest on the bonds from federal and state income taxation.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. In no event, of course, would we presume to assume the responsibilities of the City or the professional responsibilities of any other advisor with respect to such non-legal matters. We are not registered municipal advisors under the federal Dodd-Frank Act. It is our understanding that the City has hired Baker Tilly Municipal Advisors, LLC as financial advisor for this issue of bonds.

Additional Services

We believe that the above services encompass the normal scope of bond counsel activities. Our engagement in this matter is not an undertaking at this time to represent the City or its interests in any other matters for which we are not separately engaged.

Our services as bond counsel do not include activities outside of that norm, such as review of construction contracts, condemnation, title issues or recording deeds involved in land acquisition, representation of the City in litigation or administrative proceedings that might arise

in connection with the Bonds. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to the Bonds, including the rebate requirements of Code Section 148(f), if applicable, as described in an exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Bonds, or in connection with any audit or examination of the Bonds by the Internal Revenue Service. However, we would be available to assist with rebate calculations or any audit or examination as a separate engagement.

Conflict of Interest Policy

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. At one time or another, our firm has represented nearly every large and many smaller commercial and investment banks and other bond purchasers that do business in Michigan.

We are not representing and do not intend to represent any other party in this financing. We do not believe that our representation in unrelated matters of the various other parties both in and out of the municipal area will affect our ability to serve the City as bond counsel.

Since the Bonds have not yet been offered for sale, the actual purchaser of the Bonds (the "Purchaser") cannot be identified at this time. We wish to point out that it is possible that the eventual Purchaser will be an investment bank or other financial institution that has been or is a client of this firm with respect to matters unrelated to the Bonds. We do not believe our representation of the City will be either: (i) materially limited by the Purchaser being our client on unrelated matters, or (ii) directly adverse to the Purchaser under these circumstances since (a) the terms of the Bonds, the Official Statement, the Bond resolution and our opinion will have been established prior to the acceptance of the bid for the Bonds from the Purchaser, (b) the terms of said documents will not be modified in any material manner following the sale of the Bonds, and (c) all that remains to be completed subsequent to the Bond sale is the delivery of the Bonds to the Purchaser in accordance with the terms of the Official Statement and the Notice of Sale.

Fees

It is our understanding that the Township intends to issue a single series of capital improvement bonds in the approximate amount of \$1,200,000-\$1,500,000. Based on the terms, structure, size and schedule of financing, the time we anticipate devoting to the financing, and the responsibilities that we assume, our legal fee as bond counsel would be based on the following formula: \$8,000, plus \$6.00 per thousand of bonds issued (including original issue

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Lenore Spahr

-4-

February 6, 2024

premium). For example, for a bond issue of \$1,200,000, our fee would be \$15,200. Such fee would include all out-of-pocket expenses, including document production, deliveries, long distance telephone charges, and other necessary office disbursements. Such fees may vary if: (i) the principal amount stated above is changed substantially, (ii) if material changes in the structure of the financing occur, or (iii) unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

Our customary practice is to submit our invoice for payment at the time of the delivery of the Bonds. The invoice may be paid from the proceeds of the Bonds.

We welcome this opportunity to be of service to the City and look forward to working with you. If you have any questions regarding this letter, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 
Thomas D. Colis

February 1, 2024

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

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the City of Jonesville (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's

Knowledge. For purposes of this Agreement “Baker Tilly’s Knowledge” means Baker Tilly’s proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (“Baker Tilly’s Preexisting Knowledge”) (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly’s Preexisting Knowledge which do not include or incorporate Client’s confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly’s reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder,

including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary, or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Andy Campbell, CPA, Director

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a division of Baker Tilly Wealth Management, LLC, is registered as an investment adviser with the Securities and Exchange Commission ("SEC") under the Federal Investment Advisers Act of 1940, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Municipal Advisory Services

DATE: February 1, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the City of Jonesville (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

The following services are included in the process of issuing bonds:

- Assessment of market options
- Advice regarding negotiated versus competitive sale formats
- Development of a timetable
- Bond sizing and specifications
- Rating agency application
- Department of Treasury liaison
- Marketing of the Bond issue including compilation and distribution of an Official Statement
- Conduct sale/pricing
- Closing letter development
- Monitoring of the closing procedures

| Billing Schedule | | | | | |
|------------------|-----------|----|------------|--------------|-------------|
| Base Fee | | | | | \$10,750.00 |
| From | - | To | 5,000,000 | Per Thousand | \$4.00 |
| From | 5,001,000 | To | 30,000,000 | Per Thousand | \$1.35 |

Example: \$840,000 new project bond issue only

Base fee \$10,750

Plus: $840 \times \$4.00 = \$3,360$

Total = \$14,110

Example: \$840,000 new project plus \$2,383,000 potential refunding bond issue (\$3,223,000 total)

Base fee \$10,750

Plus: $3,223 \times \$4.00 = \$12,892$

Total = \$23,642

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, ("Sub-engagements") as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Andy Campbell, CPA, Director

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

PROFESSIONAL SERVICE CONTRACT
WOLVERINE ENGINEERS & SURVEYORS, INC.

AGREEMENT is made this _____ day of _____, 2024 by the CITY OF JONESTOWN, a municipal corporation, with offices located in the CITY OF JONESTOWN, 265 E. Chicago Street, Jonestown, Michigan 49250 ("CITY") and **WOLVERINE ENGINEERS & SURVEYORS, INC.** located at **312 NORTH STREET, MASON, MI 48854** ("Consultant").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will provide design, construction inspection services and construction staking and layout for the **"WEST STREET AND ADRIAN STREET RECONSTRUCTION"**.

ARTICLE II - COMPENSATION

Upon completion and acceptance of the above services and submission of proper invoices, the CITY will pay the Consultant as follows for design services and construction inspection services, construction staking and layout, subject to additions and deductions as documented through authorized change orders. Outside testing services will be in addition to these fees and will be billed at actual expense plus 10%.

| | |
|---|-----------------------|
| Design Engineering at Not to Exceed | \$ 53,000.00 |
| Construction Inspection, Staking, Layout | |
| Not to Exceed | <u>\$ 59,250.00</u> |
| Total (NTE) for Design and Construction Services | \$112,250.00 |
| Less Invoices paid to date (Inv. # 20200709) | <u>(\$ 15,362.00)</u> |
| Total Outstanding Balance for Design and Construction | \$ 96,888.00 |

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to the City Manager of the CITY OF JONESTOWN and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the City Manager.

Section 4 - The City may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the CITY Manager.

Section 6 - After reasonable notice to the Consultant, the City may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **February 15, 2024** and ends on **March 1, 2025**, according to the project schedule and as modified through authorized change orders.

ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the CITY's written approval.

Section 2 - The Consultant will not hire any City employee for any of the required services without the City's written approval.

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the CITY for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify the CITY OF JONESVILLE, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the CITY OF JONESVILLE in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The CITY shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The CITY shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract. The "additional insured" provision does not apply to contracts with Architects, Architectural firms, Engineers or Engineering firms.

Insurance companies, named insureds and policy forms may be subject to the approval of the CITY OF JONESVILLE Administrator, if requested by the CITY Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to CITY OF JONESVILLE. Consultant shall be responsible to the CITY OF JONESVILLE or insurance companies insuring the CITY OF JONESVILLE for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the CITY OF JONESVILLE Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the CITY Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the CITY. If the insurance, as evidenced by the certificates furnished by the Consultant expires, or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the CITY Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to CITY OF JONESVILLE, 265 E. CHICAGO STREET, JONESVILLE, MI 49250, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant will be in general conformance with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONSULTANT AND CITY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the CITY OF

JONESVILLE, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the CITY may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - ASSIGNS AND SUCCESSORS

This contract is binding on the CITY and the Consultant, their successors and assigns. Neither the CITY nor the Consultant will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XIV - EQUAL ACCESS

The Consultant shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the CITY. Any publication of the information or results must be co-authored by the CITY.

ARTICLE XVI - PAYROLL TAXES

The Consultant is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the CITY against such liability

ARTICLE XVII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XVIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the CITY and the Consultant, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XIX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in the COUNTY OF HILLSDALE, Michigan.

ARTICLE XX - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXI – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO: CITY OF JONESVILLE

By: _____ (DATE) By: _____
Jeff Gray, Manager (DATE)

ATTESTED TO: Wolverine Engineers & Surveyors, Inc.

By: _____ (DATE) By: _____
Donald B. Heck, P.E. (DATE)
PRESIDENT

2023-05

CITY OF JONESVILLE
COUNTY OF HILLSDALE
STATE OF MICHIGAN

RESOLUTION – AMEND COMPUTER, ELECTRONIC DEVICE, AND SOFTWARE POLICY

At a Regular Meeting of the City Council of the City of Jonesville, County of Hillsdale, State of Michigan, held in the City Hall in said City on the 21st day of February 2024, at 6:30 p.m.

PRESENT:

ABSENT:

The following resolution was offered by Councilperson _____ and supported by Councilperson _____.

WHEREAS, the City of Jonesville Employee Handbook includes policies for staff use of computers, e-mail, and software; and

WHEREAS, the City of Jonesville Policy Manual, includes an Electronic Device Policy to address the issuance of mobile tablets and laptop computers to City Council and Staff; and

WHEREAS, the City wishes to update the Electronic Device Policy to address all devices, including smartphones and desktop computers, and to update the Employee Handbook to reference the same Policy.

NOW THEREFORE, IT IS RESOLVED that the Computer, E-Mail and Internet Policy and Personal Cellular Phone Use in the Employee Handbook is hereby rescinded and replaced with the attached Computers, Devices, and Software policy and given immediate effect

BE IT FURTHER RESOLVED that the Electronic Device Policy in the Policy Manual is hereby rescinded and replaced with the attached Electronic Device Policy and given immediate effect.

AYES:

NAYS:

ABSENT:

Cynthia D. Means, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Jonesville, County of Hillsdale, Michigan at a Regular Meeting held on the 21st day of February, 2024, and that public notice was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

Cynthia D. Means, Clerk



CITY OF JONESVILLE POLICY

Policy: Amend Employee Handbook – Computers, Devices, and Software

Adopted by City Council: June 7, 2006

Amended: February 21, 2024

Effective Date: February 21, 2024

The **City of Jonesville Employee Handbook** is hereby amended to rescind Computer, Email and Internet Policy and Personal Cellular Phone Use in their entirety and replace them with the following.

COMPUTERS, DEVICES, AND SOFTWARE

For purposes of this policy, “computer resources” shall include desktop and laptop computers; smartphones, tablets, and other mobile devices; and software and applications owned, leased, or rented by the City of Jonesville. Computer resources are tools for conducting City business and shall be used by City employees, contractors, or those specifically authorized by the City Manager primarily for City business-related purposes.

The issuance, acceptable use, and replacement of computer resources is governed by the terms of the Electronic Device Policy found in the City’s Policy Manual. The Policy Manual can be found in each Department; a copy can be obtained by contacting the City Manager.

Users of City computer resources expressly waive any right of privacy in anything they create, store, send or receive using the City's computers, devices, software and applications, e-mail system or internet access. The contents of electronic communications sent by, between and/or to individuals are considered public property and may be subject to disclosure under the Freedom of Information Act (FOIA). The use of computer resources may be monitored to assure compliance with City policies, applicable laws and regulations, and expected conduct of users of resources as representatives of the City.

The personal use of a cellular or smart phone by employees shall be limited to breaks and lunch periods, except in the case of emergency. These devices shall not be used for personal use while operating City motorized vehicles, heavy equipment, or machinery. Use of a cellular phone or device shall conform to applicable laws and regulations, including motor vehicle laws for the State of Michigan.



CITY OF JONESVILLE POLICY

Policy: Amend Policy Manual – Electronic Device Policy

Adopted by City Council: April 20, 2022

Amended: February 21, 2024

Effective Date: February 21, 2024

The **City of Jonesville Policy Manual** is hereby amended to rescind the Electronic Device Policy and replace it with the following.

ELECTRONIC DEVICE POLICY

1. Purpose

The purpose of this policy is to identify expectations for the use of electronic devices. An electronic device (“device”), as described in this policy includes, but shall not be limited to, a desktop computer, laptop, tablet, smartphone, and the accessories and peripherals needed or added to operate the device. This policy establishes a minimum standard that must be upheld and enforced by users of the electronics. This policy constitutes a mutual statement of what are, and are not, appropriate uses for this important technology tool. The explicit privileges and restrictions set forth in this policy do not attempt to cover every situation that may arise in connection with the use of electronic communication.

2. Receipt of Electronic Device

The City will issue a portable device, such as a tablet or laptop and accessories like a mouse and carrying case, to each member of City Council. When fully instituted, the device will serve as the sole source for City Council agenda packets.

The City will issue a device or devices and/or access to devices to each employee as may be needed complete the responsibilities of their position, as determined by the Department Head and City Manager.

Employees may also be permitted to send and receive official City e-mail communications from a device owned and used by the employee via online access and/or the installation of an app or software on said device, subject to the approval of the Department Head and City Manager. City communications on such privately-owned devices is also governed by this Policy.

Before being authorized to access and utilize any device for internet, e-mail, and/or text communications, word processing and other applications, each individual shall sign a written acknowledgement of this policy.

3. Software

- A. The software and applications installed by the City must remain on the device in usable condition and be readily accessible at all times.
- B. Any software, email messages or files downloaded via the internet into the system may only be used in ways that are consistent with applicable Freedom of Information Act (FOIA) laws, licenses, trademarks or copyrights.
- C. From time to time, the City may add or upgrade software applications. Devices may be required to be turned in to the City Staff for periodic updating and synching.
- D. Files from sources that may be untrustworthy shall not be downloaded, nor shall files attached to e-mail transmissions be opened and read unless the recipient has knowledge that they originated from a trustworthy source. Downloaded files and attachments may contain viruses or hostile applications that could damage the device.
- E. Device users will be held accountable for any breaches of security caused by files obtained for non-City business purposes.
- F. If technical difficulties occur or illegal software is discovered, the device will be restored to a prior backup point. The City does not accept responsibility for the loss of any software or documents deleted due to a re-format and re-image.

4. Acceptable Use

- A. The device, internet, e-mail access, and word processing and other software provided are tools for conducting City business and shall be used primarily for City business-related purposes. Users should not have an expectation of privacy in connection with electronic communications and should use the devices accordingly.
- B. All of the City's computer systems and software, including the device, are considered to be public property. All documents, files and e-mail messages created, received, stored in or sent from any device are considered public records, and may be subject to disclosure to the public under FOIA.
- C. In order to comply with the Open Meetings Act (OMA), Councilmembers may not use e-mail or other messaging software/applications during the course of any public meeting. Electronic delivery devices make it easier for a violation to occur given that email or text messages to one another could be perceived as an unintentional serial meeting. If necessary, City staff may occasionally send information electronically to Councilmembers during public meetings as long as the distribution is publicly announced and as long as the item is then distributed to all members. This is intended to be the equivalent of providing a new or corrected paper copy of a document.
- D. Councilmembers should refrain from sending e-mail communications to more than one other Councilmember outside of public meetings to avoid the perception of a closed meeting or deliberation by a quorum in violation of the OMA.
- E. Individuals using the City's electronic communication systems are acting as representatives of the City and any communication that violates applicable laws and regulations is prohibited.

- F. Users expressly waive any right of privacy in anything they create, store, send or receive using the City's device equipment, software and applications, e-mail system or internet access. The contents of electronic communications sent by, between and/or to individuals are covered by and subject to FOIA.
- G. Employee use of a device shall comply with the requirements of the Employee Handbook including, but not limited to, cellular phone usage, computer, e-mail, and internet use policies.
- H. The City reserves the right to randomly monitor all electronic communication systems. Incidental and occasional personal use of the City's electronic communication systems via the device is acceptable, provided it complies with the following:
 - 1). Does not interfere with the business use of the City.
 - 2). Does not result in an incremental expense for the City.
 - 3). Is not used for any form of advertising, solicitations, promotions or commercial purposes.
 - 4). Is not used to communicate abusive, profane or offensive language.
 - 5). Is not used for criminal activities.
 - 6). Is not used for online gambling websites.
 - 7). Is not used for viewing or distribution of pornographic or sexually-related material.
 - 8). Is not used for viewing or distributing material related to the intolerance of a gender, race, sexual preference, ethnicity or religion.
 - 9). Is not used for sending or viewing inappropriate material, as outlined in this policy, through the use of technology (e-mail, text, etc.).
 - 10). Is not allowed to be used by anyone other than a Councilmember, City employee or contractor requiring access to this technology.

5. Repair and Replacement

City-issued devices that malfunction or are damaged must be reported immediately to the Finance Director or City Manager. The City will be responsible for making any necessary modifications or repairs. Devices that have been damaged from misuse, neglect or accidentally damaged, in the judgment of the Finance Director and in consultation with the device manufacturer and/or the City's Information Technology contractor, will be repaired by the City with the cost borne by the user. Damage includes, but is not limited to, broken screens, cracked plastic pieces, and inoperability. If the cost to repair the device exceeds the cost of purchasing a new device, the user shall pay the full replacement value. If the device is lost or is stolen due to the user's own neglect, the user shall pay the full replacement value.

The City assumes no responsibility for repair or replacement of any privately-owned device.

6. Return of Device

City-issued devices shall be returned to the Finance Director or City Manager when the individual's employment or term of service has ended.

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

*This information is required by Act 51, P.A. 1951 as amended. Failure
to supply this information will result in funds being withheld.*

MAIL TO: Michigan Department of Transportation, Financial Operations
Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: (517) 335-1828

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate _____ Charles Crouch

_____ as the single Street Administrator for the City or Village of
_____ Jonesville _____ in all transactions with the State Transportation Department
as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting
of the governing body of this municipality on the 21 st _____ day of
February, 2024

| | | |
|--|--|--------------------------------|
| CITY OR VILLAGE CLERK (SIGNATURE) | E-MAIL ADDRESS clerk@jonesville.org | DATE |
| STREET ADMINISTRATOR (SIGNATURE) | E-MAIL ADDRESS ccrouch@jonesville.org | DATE |
| ADDRESS OF CITY OR VILLAGE OFFICE 265 E. Chicago Street | P.O. BOX | |
| CITY OR VILLAGE Jonesville | ZIP CODE 49250 | PHONE NUMBER (517) 849-2104 |



COOPERATIVE MUTUAL AID FIRE CONTROL AGREEMENT

This Agreement is authorized 1967 PA 7, and Part 515 of Act 451 of 1994, as amended

Jonesville City Fire Department

Name of Fire Organization

114 W. Chicago Street

Address

Jonesville, MI 49250

City, State and Zip Code

Hillsdale

County

rriggs@jonesville.org

E-mail Address

38-6007257

Federal ID #

City of Jonesville

Governing Unit or Board

(517) 849-9451

Telephone

30-05

Fire Department Number

This Cooperative Agreement made this 21st day of February by and between
City of Jonesville . (Governing Agency Unit or Board),

hereinafter referred to as the Cooperator; and the Michigan Department of Natural Resources (DNR), Forest Resources Division (FRD), hereinafter referred to as the DNR, is entered into for the purpose of:

- (1) Placing Federal Excess Personal Property (FEPP) for local fire department's use.
- (2) Placing Department of Defense (DoD) Firefighter Program Property for local fire department's use.
- (3) Providing the closest possible cooperation on mutual objectives.
- (4) Lending effective support when either organization is committed to or beyond its capacity.
- (5) Defining purposes and responsibilities of the respective organization.
- (6) Providing purchase authority to the Cooperator through the Federal Defense Logistics Agency (DLA) Fire Equipment catalog.

WITNESSETH:

WHEREAS: The control of timber, grass, and wildland fires is essential to an effective wildland fire control program.

WHEREAS: The Cooperator is actively engaged in the prevention and suppression of all fires.

WHEREAS: It has been determined to be advantageous to the DNR, in the proper discharge of its responsibilities, to make certain equipment available to the Cooperator for rural fire control.

PART I – FEDERAL EXCESS PERSONNEL PROPERTY

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

THE DNR AGREES:

- (1) To assist the Cooperator in providing reasonable basic protection from uncontrolled fires occurring in natural cover fuels and to conduct a prevention program to reduce the number of such fires.
- (2) To dispatch equipment and personnel to fires when available, and upon request from the Cooperator.
- (3) To immediately advise the Cooperator when the DNR becomes aware of any burning or threatened structure within the Cooperator's protection area.
- (4) The title to all accessories, tools, equipment, and sirens provided by the Cooperator which are added to FEPP equipment provided by the DNR will remain with the Cooperator and the Cooperator may remove same prior to returning the equipment to the DNR.
- (5) To extend benefits of the Federal-State "Cooperative Fire Control Agreement" to enable the Cooperator to purchase firefighting equipment and supplies through the DLA Fire Equipment Catalog.

THE COOPERATOR AGREES:

- (1) To dispatch a crew with equipment when available, and upon request of the DNR, to any fire within their protection area, defined as the area within which the Cooperator is responsible for providing fire protection services, not to include mutual aid response to other fire departments.
- (2) Pay all invoices for equipment purchased through DLA. The DNR may require the Cooperator to send a copy of purchase orders for audit purposes.

- (3) The Cooperator, having equipment under the Federal Excess Personnel Property Program, must provide **personal liability and property damage insurance covering vehicles on loan to the Cooperator (required under the agreement with the federal government)**. Insurance coverage by the Cooperator will begin on the date the vehicle is received by the Cooperator. A copy of the current insurance certificate must be kept in the vehicle for inspection purposes. The Cooperator must notify the DNR immediately, in writing, of all damages, vandalism or theft of the federal excess property vehicle on loan under this agreement. The Cooperator must also report stolen federal excess property upon discovery to the DNR in writing and to local Law Enforcement authorities. If the Cooperator does not provide insurance on the vehicle, the vehicle **MUST** be returned to the DNR within thirty (30) days.
- (4) To make the equipment available for inspection, when requested, by a representative of the DNR.
- (5) The Cooperator cannot remove parts without written permission from the DNR.
- (6) The equipment may not be sold, junked, traded, or otherwise disposed of, but must be returned BY THE COOPERATOR to one of the DNR, FRD Repair Shops (Marquette in the Upper Peninsula, Gaylord in the Northern Lower Peninsula, or Rose Lake in the Southern Lower Peninsula), when a vehicle becomes surplus to the fire department's needs. Written notice is to be given to the local forest fire officer before the vehicle is returned.
- (7) Any vehicle provided will not be loaded beyond the manufacturer's recommended load capacity, and comply with the Michigan vehicle code.
- (8) All vehicles provided will be equipped and operated in compliance with the Michigan Vehicle Code and Occupational Standards applicable to their use.
- (9) All vehicles provided will be housed and under the direct control of the fire department, and used for rural and wildland fire protection.
- (10) The Cooperator will notify the DNR immediately in writing in the event of an accident or death involving a vehicle on loan to the Cooperator.
- (11) A State of Michigan license plate will continue to be used on the equipment requiring a license.
- (12) The equipment will be painted DNR red to correspond with the Cooperator's fire equipment and marked with both the Cooperator's identifying decals, and a decal furnished by the DNR.
- (13) The equipment must be converted for use for fire control and placed in fire service within twelve (12) months from date of issue to the Cooperator.
- (14) To train their personnel in proper operation of any equipment provided.

IT IS MUTUALLY AGREED:

- (1) **Suppression.** When both agencies are represented at the same fire, the over-all supervisory responsibility shall lie with the agency concerned most directly with the object **actually on fire**. If both types of objects, i.e., structures and vegetation, are on fire simultaneously, each agency shall attend its normal responsibility, and/or play a supporting role to the other, based on a judgment decision as to the values involved or threatened. If immediate action is required, neither agency shall be limited because of the type of object which is burning.
- (2) **Training.** Each agency agrees to attend/participate/assist. in those portions of the other agency's training programs which have a bearing on the individual agency's efficiency to the extent personnel are available.
- (3) **Personal Protection.** DNR employees are not trained nor certified to wear self-contained breathing apparatus. DNR personnel must be advised by the Cooperator when atmospheric conditions are unsafe. DNR employees may work in support of the Cooperator under restricted conditions such as, but not limited to, up wind from the incident or in supply and transport.
- (4) DNR tractors are not intended to be used for purposes other than wildland fire suppressions.
- (5) **Other.** Each agency agrees to lend its support to programs of the other agency which will increase the public awareness of the hazard and destruction of fire and/or make the objectives of this Agreement possible.
- (6) **Employee Compensation.** Each entity is responsible for the compensation of its own employees.
- (7) This agreement constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This agreement supersedes all other prior agreements, and all other communications between the parties relating to this transaction.
- (8) Each provision of this agreement is severable from all other provisions of this agreement and if one or more provisions of this agreement are declared invalid, the remaining provisions of this agreement remain in full force and effect.

Failure to comply with any part of the Agreement will result in the forfeiture of said equipment.

This Agreement is authorized under 1967 PA 7, Part 515 of Act 451 of 1994, as amended; the Federal Cooperative Forestry Assistance Act of 1978; and the Federal Property and Administrative Services Act of 1949.

PART II – DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY

NOW THEREFORE, the parties to this agreement, in reference to DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY TRANSFERRED UNDER 10 U.S.C §2576(b), ADMINISTERED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) - FOREST SERVICE.

THE COOPERATOR AGREES TO:

- (1) Request for transfer only DoD firefighting property that can be effectively made usable and put into service for fire fighting or emergency services.
- (2) Convert the equipment into acceptable fire control or emergency response unit within twelve (12) months from the time of acquisition.
- (3) Use the aforementioned equipment only for the suppression of wildfire and/or for other emergencies which threaten the loss of life or property.
- (4) Provide adequate storage and maintenance for the equipment and responsible for all operational cost and repairs.
- (5) Provide access to and the right to examine all records, books papers, or documents relating to the DoD Firefighting Property to the Forest Service, DoD Office of Inspector General, the Comptroller General of the United States, or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives.
- (6) Maintain the equipment in the Cooperator's inventory, as well as maintain property records on the equipment for a minimum of five (5) years after acquisition of said property (i.e. registration, insurance, final disposal). Written permission from the DNR is required to dispose of property retained for less than five (5) years.
- (7) Make available the said equipment for periodic inspection by a duly authorized representative of the DNR until title has been transferred to the Cooperator.
- (8) Maintain the equipment in full readiness at all times.
- (9) Obtain and maintain liability insurance coverage for any vehicles in this agreement.
- (10) The equipment will be painted DNR Red, or to correspond with the Cooperator's fire equipment, and will have all of the Cooperator's identifying decals.
- (11) All vehicles must comply with all State and Federal regulations, as well as vehicle manufacturers loading restrictions.
- (12) Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance in State and Federal regulations and program and property management requirements.
- (13) Accept title of said property in the Agency name, not an individual member of the agency.
- (14) Properly register the vehicle to the Cooperator, and provide appropriate license plate, once title has been transferred to the Cooperator.

THE DNR AGREES TO:

The State of Michigan will provide the Cooperator with documentation to transfer title of the above equipment, upon completion of conversion, with proof that the equipment has been placed into emergency service, and is properly insured.

This Agreement will be effective from the date of execution by the DNR – FRD, and will continue in force unless terminated by either party by thirty days (30) written notice to the other, provided, however, all of the provisions herein are complied with.

IN WITNESS WHEREOF, the parties by and through their duly qualified and acting officials have hereunto set their hands.

Cooperator – Governing Unit Signature

Date

Jeffrey M. Gray, City Manager

Cooperator – Governing Unit (Print Name)

Fire Chief Signature

Date

Rick Riggs

Fire Chief (Print Name)

Michigan Department of Natural Resources Forest Resources Division

Date

CITY OF JONESVILLE

2024 – 2025 BUDGET CALENDAR

| | |
|---------------------------|--|
| Monday, February 26, 2024 | Finance Director - Distribute budget packages to Department Heads |
| Monday, March 25, 2024 | Budget requests from Department Heads due to Finance Director |
| Monday, March 25, 2024 | Budget Narratives due to Finance Director by Department Heads |
| March 26 - 28, 2024 | Finance Director - Compile department requests for review with City Manager |
| April 1 - 5, 2024 | City Manager/Finance Director - meet to discuss department requests |
| April 8 - 18, 2024 | City Manager/Finance Director - meet with Department Heads |
| Friday, April 19, 2024 | Finance Director - Put together information for Budget Committee |
| April 22 – May 3, 2024 | City Manager/Finance Director - Meet with Budget Committee |
| Thursday, May 9, 2024 | Finance Director - Put together budget information for Council meeting |
| Wed, May 15, 2024 | Regular Council Meeting Budget Session covering: <div>General Fund DDA LDFA Sewer Fund Water Fund</div> |
| Wed, May 15, 2024 | Schedule special Council meeting for Wednesday, May 29, 2024 |
| Wed, May 15, 2024 | Set public hearing date for Wednesday, June 19, 2024 |
| May 16 – May 22, 2024 | Finance Director - Adjustments based on May 15th Council and Budget Committee Recommendations |
| Thursday, May 23, 2024 | Finance Director - Put together budget information for Council meeting |
| Wed, May 29, 2024 | Special Council Meeting Budget Session covering: <div>Local Streets Major Streets State Highway Motor Vehicle Pool Debt Service</div> |
| May 30 – June 12, 2024 | Finance Director - Adjustments based on May 29th Council and Budget Committee Recommendations |
| Thursday, June 13, 2024 | Finance Director - Put together budget information for Council meeting |
| Wed, June 19, 2024 | Regular Council Meeting – Final Budget Discussions (as necessary) Public Hearing – Set budget and ad-valorem mill levy [Resolution(s)] |

CITY OF JONESVILLE

TITLE VI

NON-DISCRIMINATION PLAN

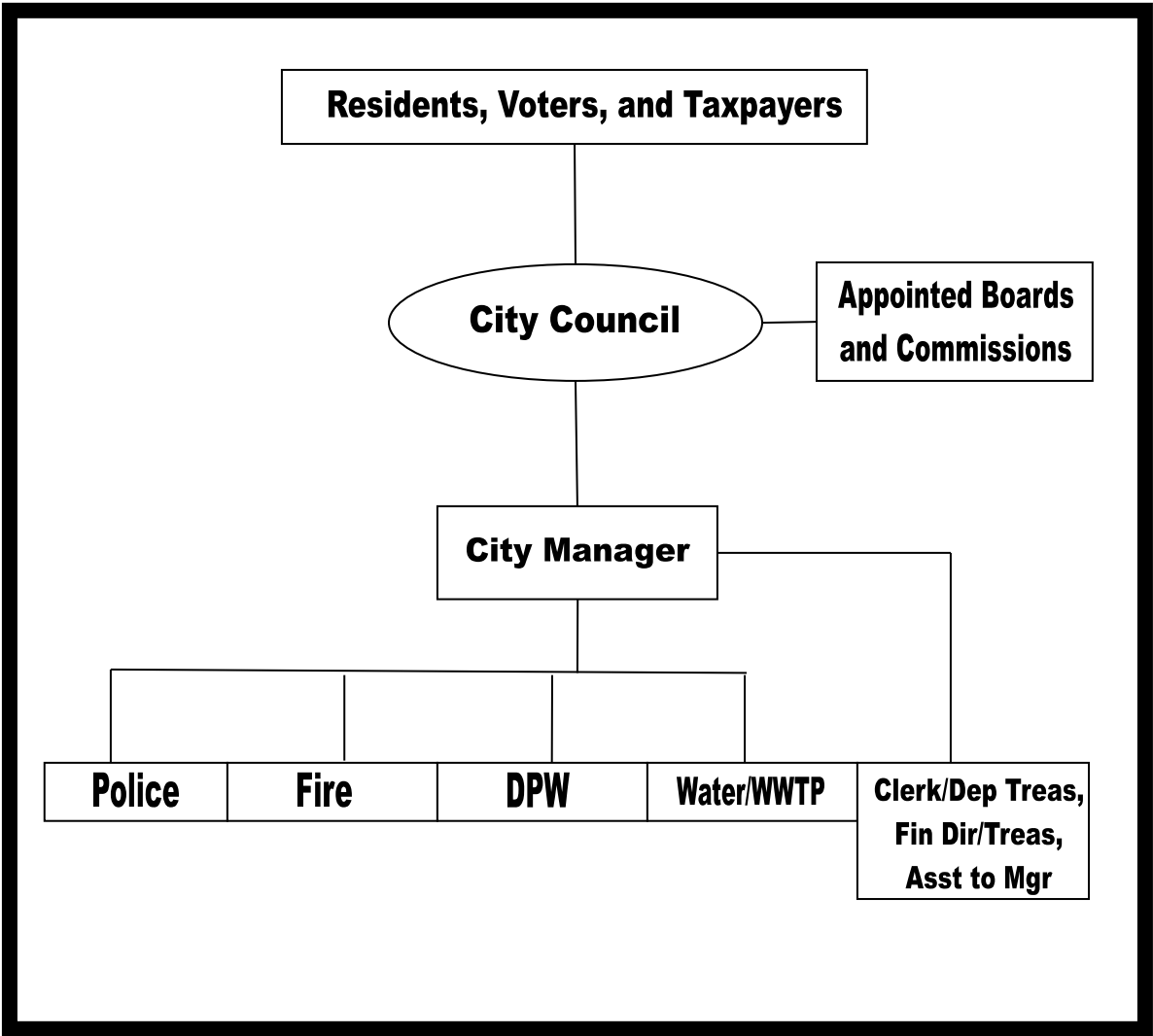
265 E. Chicago St.
Jonesville, MI 49250
Phone: (517) 849-2104
Fax: (517) 849-9037
Website: www.jonesville.org

Title VI Coordinator:
Jeffrey M. Gray, City Manager
Email: jgray@jonesville.org

TABLE OF CONTENTS

| | |
|---|-----------|
| Organization Chart..... | 3 |
| Introduction..... | 4 |
| Non-Discrimination Policy Statement..... | 7 |
| Standard Title VI Assurances | 9 |
| Authorities | 11 |
| Definitions | 12 |
| Administration | 14 |
| Limited English Proficiency (LEP) | 15 |
| Environmental Justice (EJ) | 22 |
| Filing a Title VI Complaint | 25 |
| Investigation | 26 |
| Appendix A – Required Contract Language | 28 |
| Appendix B – Transfer of Property | 30 |
| Appendix C – Permits, Leases, and Licenses | 32 |
| Appendix D – Title VI Complaint Form | 33 |
| Appendix E – Determine/Distinguish Significant/Non-Significant Effects | 35 |
| Appendix F – Program Compliance/Program review Goals for Current Plan Year | 36 |

**CITY OF JONESVILLE
ORGANIZATION CHART**



INTRODUCTION

Jonesville was originally established as a Village in 1828. The City of Jonesville was incorporated as a Home Rule City on August 14, 2014. The City of Jonesville serves all people, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the City. The City of Jonesville recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law which prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance.” Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP),” provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, the City of Jonesville must provide access to individuals with limited ability to speak, write, or understand the English language. The City will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color

or national origin. Therefore, the primary goals and objectives of the City of Jonesville's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. To ensure that people affected by the City's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in the City of Jonesville's programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the City;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City's services, programs or activities.

As a sub-recipient of federal transportation funds, the City of Jonesville must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City of Jonesville shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. The City of Jonesville, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints related to Title VI; and that sub-recipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

Discrimination under Title VI

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is “disparate treatment.” Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is “disparate impact.” Disparate impact discrimination occurs when a “neutral procedure or practice” results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Jonesville’s efforts to prevent such discrimination must address, but not be limited to, a program’s impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The City of Jonesville has developed this Title VI Plan to assure that services, programs, and activities of the City are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).

CITY OF JONESVILLE
NON-DISCRIMINATION POLICY STATEMENT

The City of Jonesville reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” In applying this policy, the City and its sub-recipients of federal funds shall not:

1. Deny any individual with any service, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;
5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.

The City of Jonesville will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City of Jonesville designates Jeffrey M. Gray, City Manager as the Title VI Coordinator. The City Manager will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Jonesville complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Jonesville and Title VI may be directed to the Jonesville City Manager, 265 E. Chicago St., Jonesville, MI 49250; phone: (517)849-2104; fax: (517)849-9037; email: jgray@jonesville.org.

Delesha Padula, Mayor Pro Tem

Jeffrey M. Gray
City Manager/Title VI Coordinator

CITY OF JONESVILLE TITLE VI ASSURANCES

The City of Jonesville (hereinafter referred to as the “Recipient”) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

“The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

City of Jonesville

Robert Snow, Mayor

Date

AUTHORITIES

Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

Federal Aid Highway Act of 1973, 23 USC 324: No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

Age Discrimination Act of 1975, 42 USC 6101: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

Americans With Disabilities Act of 1990 PL 101-336: No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

USDOT Order 1050.2: Standard Title VI Assurances

EO12250: Department of Justice Leadership and coordination of Non-discrimination Laws.

EO12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

28 CFR 50.3: Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

EO13166: Improving Access to Services for Persons with Limited English Proficiency.

DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of “significant”)

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person’s businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the City programs, policies and activities

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines (see <http://aspe.hhs.gov/poverty/>).

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or

- d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

- a. is predominantly borne by a minority population and/or a low-income population, or
- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – Any agency such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

ADMINISTRATION – GENERAL

The City of Jonesville designates Jeffrey M. Gray, City Manager as the Title VI Coordinator (hereinafter referred to as the “Title VI Coordinator”). Mr. Gray shall have lead responsibility for coordinating the administration of the Title VI and related statutes, programs, plans, and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the City. Complaints may be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of the City programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments, and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The City does not have any special emphasis programs at this time.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the Act. The reviews will entail examination of the recipients’ adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The Title VI Coordinator will be responsible for coordination, compilation, and submission of the annual reporting form data to the Michigan Department of Transportation (MDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5th.

Title VI Plan Updates: If updated, a copy of Title VI Plan will be submitted to the MDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City will disseminate Title VI Program information to the City employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI

language in contracts and publishing the City's Title VI Plan within 90 days of approval on the main page of the City of Jonesville's internet website, at www.jonesville.org.

Remedial Action: The City, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

LIMITED ENGLISH PROFICIENCY (LEP)

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiencyⁱ, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounterⁱⁱ. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, “LEP,” or Limited English Proficient. The Executive Order states that:

“Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency’s programs and activities.”

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient’s entire program or activity. This means all parts of a recipient’s operations are covered, even if only one part of a recipient’s organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Jonesville receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients’ responsibilities to Limited English Proficient Person* in the December 14th, 2005 Federal Register.ⁱⁱⁱ

The Guidance implies that the City of Jonesville is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage

extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Jonesville and overall cost.

The greater the number or proportion of eligible LEP persons, the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice’s guidance and requires recipients and sub-recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub-recipients can be found at <http://www.lep.gov>.

The Four-Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to City of Jonesville services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range for four classifications of how well people speak English. The classifications are: ‘very well,’ ‘well,’ ‘not well,’ and ‘not at all.’ For our planning purposes, we are considering people that speak English less than ‘very well’ as Limited English Proficient persons.

As seen in Table #1, the Census 2013 Data for the City of Jonesville shows a small number of the population that speak English less than ‘very well.’

TABLE #1

| LANGUAGE SPOKEN AT HOME | # of Individuals | Percentage |
|---|-------------------------|-------------------|
| Population 5 years and over | 2,008 | |
| English only | 1,964 | 97.8% |
| Language other than English | 44 | 2.2% |
| Speak English less than "very well" | 6 | 0.3% |
| Spanish | 20 | 1.0% |
| Speak English less than "very well" | 0 | 0.0% |
| Other Indo-European languages | 24 | 1.2% |
| Speak English less than "very well" | 6 | 0.3% |
| Asian and Pacific Islander languages | 0 | 0.0% |
| Speak English less than "very well" | 0 | 0.0% |
| Other languages | 0 | 0.0% |
| Speak English less than "very well" | 0 | 0.0% |

Source: U.S. Census Bureau, American FactFinder website
DP02: SELECTED SOCIAL CHARACTERISTICS IN THE UNITED STATES

Factor 2: Frequency of Contact with LEP Individuals

The City has conducted an informal survey of our employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions and found that they have had very few encounters with LEP individuals. We have offices accessible to the public and therefore accessible to LEP individuals. We also have staff that work in the field that could encounter LEP individuals. Additionally, regular Council meetings are held monthly (3rd Wednesday), which would potentially bring LEP individuals to these meetings. Given the number of LEP individuals, as displayed in Table #1 (above), the probability of our employees to encounter an LEP individual is very low.

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

The City of Jonesville serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to residents and other individuals, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual's day-to-day life. Therefore the denial of services to an LEP individual could have a significant detrimental effect. Given the number of LEP individuals in the City, we will ensure accessibility to all of our programs, services, and activities.

Factor 4: The Resources Available to the City of Jonesville and Overall Cost

US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

"Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan."

The City of Jonesville serves very few LEP persons and has very limited resources. However, it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order and to ensure access and reasonable accommodations for LEP persons who may be unknown at this time.

Safe Harbor Stipulation

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "Safe Harbor" means that if a recipient provides written translation in certain

circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is non-compliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligations under "Safe Harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "Safe Harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP language group members, the City of Jonesville's budget and number of staff, it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for the City of Jonesville to proceed with oral interpretation options for compliance with LEP regulations.

Providing Notice to LEP Persons

USDOT LEP guidance says:

Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage, in languages that an LEP individual would understand that free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.

3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices informing LEP individuals that those requiring language assistance and/or special accommodations will be provided the requested service free of charge, with reasonable advance notice to the City of Jonesville.

Options and Proposed Actions

Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.^{iv}

The City of Jonesville is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language or who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.^v

Considering the relatively small size of the City, the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services. However, when requested appropriate assistance will be provided.

What the City of Jonesville will do. What actions will the City of Jonesville take?

- Notify the public that interpreter services are available upon request, with seven day advance notice.
- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Translators Resource List* as provided by MDOT for translation services and verbal interpretation.
- The Census Bureau "I-speak" Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual's language has been identified, an agency from the *Translators Resource List* will be contacted to provide interpretation services.

- Publications of the City's complaint form will be made available online and upon request.
- In the event that a City employee encounters a LEP individual, they will follow the procedure listed below:

OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken by the LEP individual.
2. Once the foreign language is determined, provide information to Title VI Coordinator who will contact an interpreter from MDOT's *Translators Resource List*.
3. If the need is for a document to be translated, the Title VI Coordinator will have the document translated and provided to the requestor as soon as possible.

ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI Coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken by the individual.
2. Once the foreign language is determined, provide information to Title VI Coordinator who will contact an interpreter from MDOT's *Translators Resource List* to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI Coordinator will have the document translated and provided to the requestor as soon as possible.

IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact a translator from the MDOT's *Translators Resource List* to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into our office speaking another language, every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line, and if possible, determine the language spoken by the caller.

2. Once the language spoken by the caller has been identified, we will proceed with providing the requested assistance to the LEP individual.

The City of Jonesville's Staff Training

The City of Jonesville's staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

ENVIRONMENTAL JUSTICE (EJ)

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies and activities" undertaken by any agency receiving federal funds. This obligation will be met by the City in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, follow mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The City will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment; etc.
- The project's impact is unavoidable;
- The benefits of the project far out-weigh the overall impacts; and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the City will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the City will administer a potential disproportionate effects test.

The following steps will be taken to assess the impact of projects on minorities and/or low income population groups:

STEP ONE: Determine if a minority or low income population is present within the project area. If the conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population groups and/or low income population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

STEP FOUR: If after mitigation, enhancements and offsetting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

STEP FIVE: Include all findings, determinations or demonstrations in the environmental document prepared for the project.

FILING A TITLE VI COMPLAINT

I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the City programs, activities, and services, as required by statute.

II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the City for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. Roles and Responsibilities

The Title VI Coordinator has the responsibility for assuring that the discrimination complaint process and procedures adhere to FHWA's guidance.

IV. Filing a Complaint

The complainant shall make himself/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City programs, activities, and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the City must contact the Title VI Coordinator immediately upon receipt of Title VI related complaints. Within ten (10) days the City will acknowledge receipt of the complaint.

Complaints must be filed within 180 days of the alleged discrimination unless the time for filing is extended by Federal Highway Administration (FHWA.)

Complaints must be in writing and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable

of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information.
2. Inquiries seeking advice or information.
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

V. Investigation

All complaints investigations are delegated by FHWA. Allegations of discrimination are taken very seriously and will be investigated in a timely manner. The Title VI Coordinator will gather relevant information in a fair and impartial manner and will submit the complaint to MDOT's Statewide Title VI Coordinator who will forward the complaint to FHWA.

Timeframes for Investigations

For FHWA, there is no regulatory timeframe for completing investigations. However, FHWA strives to complete all tasks within 180 days from the date of acceptance.

For State DOTs that have been delegated an investigation from FHWA, 23 CFR § 200.9(b)(3) provides that State DOTs must complete investigations within 60 days of receipt (meaning the date it receives the delegated complaint from FHWA).

FHWA Investigation Potential Outcomes

First, at any time during the investigation, either FHWA or the respondent may initiate informal negotiations to resolve the issues. The FHWA always strives to resolve Title VI complaints informally, if possible.

In the absence of such negotiations, FHWA Headquarters Office of Civil Rights (HCR) (or an investigator State DOT) will draft a Report of Investigation, which should contain all relevant data and findings, with legal conclusions and potentially include recommendations for action. FHWA is responsible for the final disposition of all complaints, including initiation and conduct of informal negotiations and the issuance of Letters of Finding (LOFs).

There are five potential outcomes for concluding an investigation:

1. The FHWA makes a finding of no violation, and the case will be closed with no further action. The FHWA will issue an LOF stating in sufficient detail the reasons for the determination of no violation.
2. If, by a preponderance of the evidence, FHWA determines the respondent has failed to comply with its Title VI requirements or threatens to fail to comply by action or inaction, then FHWA will inform the respondent and the matter will be resolved by informal means whenever possible.
 - If FHWA informally resolves the matter with the respondent by agreement, then FHWA will hold the complaint in abeyance until the respondent completes its corrective actions. If the corrective actions are completed to the FHWA's satisfaction, then the complaint will be dismissed with no further action.
 - If FHWA cannot informally resolve the matter or the respondent does not complete agreed upon corrective actions, then FHWA may issue a LOF stating that the Recipient is in noncompliance with its Title VI obligations.
3. If FHWA issues a LOF of noncompliance to the respondent, the LOF will request that the respondent provide to FHWA, within 90 days, an action plan that implements the recommendations in the LOF.
4. If FHWA approves the action plan, then the respondent will be given a reasonable amount of time to implement the plan. At the end of the implementation period, FHWA will assess whether the respondent has sufficiently corrected the deficiencies.
5. If FHWA does not approve the action plan, or the respondent is nonresponsive/uncooperative, then FHWA may seek administrative sanctions, including, but not limited to, suspension or termination of Federal funds or any other means authorized by law such as referral to USDOJ for enforcement.
 - If USDOT seeks to suspend or terminate funds, it must provide the respondent with an opportunity for a hearing on the record. If the Secretary of Transportation determines that the respondent has not complied with Title VI and voluntary compliance cannot be secured, USDOT must notify Congress before that finding goes into effect. 49 CFR §21.13(c).

All LOFs issued by FHWA are administratively final.

Retaliation:

The laws enforced by this City prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

Jeffrey M. Gray
City of Jonesville
265 E. Chicago St.
Jonesville, MI 49250
Phone: (517) 849-2104
Fax: (517) 849-9037
Email: jgray@jonesville.org

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

APPENDIX A - [TO BE INSERTED IN ALL FEDERAL-AID CONTRACTS]

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

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during 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 in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor 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 issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event the contractor’s noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies and/or

- b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (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 State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B - TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)*

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and

the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C - PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, “as a covenant running with the land”) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D - TITLE VI COMPLAINT FORM

CITY OF JONESVILLE TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 states that “No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance.”

This form may be used to file a complaint with the City of Jonesville based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.** Within ten (10) days the City of Jonesville will acknowledge receipt of the complaint.

If you need assistance completing this form, please contact Jeffrey M. Gray by phone at (517) 849-2104 or via e-mail at jgray@jonesville.org.

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Please explain your relationship with the individual(s) indicated above: _____

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of individual (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Date(s) of alleged discrimination:

Date discrimination began _____ Last or most recent date _____

ALLEGED DISCRIMINATION:

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

| | | |
|-------------|-----------------------|-------------------|
| _____ Race | _____ Disability | _____ Sex |
| _____ Color | _____ Religion | _____ Income |
| _____ Age | _____ National Origin | _____ Retaliation |

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

Signature: _____ Date: _____

Please return completed form to: Jeffrey M. Gray, 265 E. Chicago St., Jonesville, MI 49250; phone: (517)849-2104; fax: (517)849-9037; email: jgray@jonesville.org.

Note: *The City of Jonesville prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

APPENDIX E - DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

“Significant” requires considerations of both context and intensity:

- (a) *Context.* This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.
- (b) *Intensity.* This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:
 - (1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

“Non-significant effect” means no substantial change to an environmental component and this has no material bearing on the decision-making process.

Scientific, technical, institutional, the public’s value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of “significant” and “non-significant” effects will be made by the City Manager/ Title VI Coordinator.

APPENDIX F - PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR

1. The City of Jonesville's Title VI Plan will be communicated to each City Department Head who will review the plan with departmental employees. All City of Jonesville employees will be trained or made aware of the Title VI and LEP policies and complaint procedures.
2. The City of Jonesville's Title VI Plan will be published on the main page of the City's website: www.jonesville.org within 90 days of approval.
3. Appendix A will be included in all City contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City of Jonesville's Title VI Assurances will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. The procedure(s) for responding to individuals with Limited English Proficiency will be implemented.
6. A review of City facilities will be conducted in reference to compliance with the American Disabilities Act.
7. The following data will be collected and reviewed by the Title VI Coordinator and included, where appropriate, in the annual report submitted to MDOT.
 - a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
 - b. **Public Meetings:** The number of open meetings; how meeting dates and times are communicated to the general public and to individuals directly affected by the meeting.
 - c. **Construction Projects:** The number of construction projects and minority contractors bidding and the number selected; verification that Title VI language was included in bids and contracts for each project.
 - d. **LEP Needs:** The number of requests for language assistance that were requested or required; the outcome of these requests.
 - e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
 - f. **Timeliness of Services:** The number of requests for services; amount of time from request to when service was delivered; number of requests denied.
 - g. **Right of Way/Eminent Domain:** The number of such actions and diversity of individual(s) affected.
 - h. **Program Participants:** Racial data of program participants where possible.

ⁱ The executive order verbatim can be found online at <http://www.usdoj.gov/crt/cor/Pubs/eolep.htm>.

ⁱⁱ Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

ⁱⁱⁱ The DOT has also posted an abbreviated version of this guidance on their website at <https://www.civilrights.dot.gov/civil-rights-awareness-enforcement/language-assistance/dots-lep-guidance>

^{iv} <http://www.dotcr.ost.dot.gov/asp/lep/asp>

^v Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.

CITY OF JONESVILLE
REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 12/31/2023

| DESCRIPTION | YTD BALANCE 12/31/2023 NORMAL (ABNORMAL) | 2023-24 AMENDED BUDGET | % BDGT USED | COMMENTS |
|---|--|------------------------------|-----------------|--|
| Fund 101 - GENERAL FUND | | | | |
| TOTAL Revenues | 1,459,921.01 | 2,084,934.00 | 70.02% | Property tax collection |
| Expenditures | | | | |
| 101-CITY COUNCIL | 38,331.88 | 49,850.00 | 76.89% | 148 Jermaine demolition |
| 172-CITY MANAGER | 65,820.48 | 129,118.00 | 50.98% | |
| 191-ELECTIONS | 1,220.72 | 4,300.00 | 28.39% | Jonesville Schools election supplies |
| 218-GENERAL OFFICE | 123,405.50 | 258,693.00 | 47.70% | |
| 247-BOARD OF REVIEW | 309.82 | 875.00 | 35.41% | |
| 253-TREASURER | 2,870.58 | 3,300.00 | 86.99% | Tax bills/tax roll maint |
| 257-ASSESSOR | 11,340.00 | 23,180.00 | 48.92% | |
| 258-DATA PROCESSING/COMPUTER DEI | 4,692.98 | 25,625.00 | 18.31% | |
| 265-CITY HALL | 9,912.58 | 328,077.00 | 3.02% | |
| 276-CEMETERY | 31,726.35 | 83,293.00 | 38.09% | |
| 285-FREEDOM MEMORIAL | 522.66 | 900.00 | 58.07% | Prop & liability insurance/electricity |
| 301-POLICE DEPARTMENT | 141,066.63 | 365,170.00 | 38.63% | |
| 336-FIRE DEPARTMENT | 77,024.37 | 179,620.00 | 42.88% | |
| 410-PLANNING & ZONING COMMISSION | 2,882.35 | 5,096.00 | 56.56% | Online ordinance/permit reviews |
| 441-RADIO TOWER PROPERTY | 0.00 | 0.00 | | |
| 442-PARKING LOTS | 7,051.07 | 17,490.00 | 40.31% | |
| 443-SIDEWALKS | 908.99 | 2,430.00 | 37.41% | |
| 444-DEPT. OF PUBLIC WORKS | 11,074.49 | 20,620.00 | 53.71% | DPW Admin time |
| 448-STREET LIGHTING | 16,772.09 | 33,000.00 | 50.82% | |
| 526-SANITARY LAND FILL | 1,344.27 | 8,915.00 | 15.08% | |
| 751-RECREATION DEPARTMENT | 4,091.84 | 45,379.00 | 9.02% | |
| 770-PARKS | 6,787.10 | 19,925.00 | 34.06% | |
| 780-RAIL/TRAIL | 2,780.41 | 7,890.00 | 35.24% | |
| 858-FRINGE BENEFITS | 28,455.91 | 42,820.00 | 66.45% | DPW leave time |
| 865-INSURANCE | 13,837.00 | 14,500.00 | 95.43% | Work Comp/Prop Liab Ins |
| 895-PROMOTIONS | 0.00 | 0.00 | | |
| 897-OTHER ACTIVITIES | 285,805.64 | 376,000.00 | 76.01% | Taxes to Local St |
| TOTAL Expenditures | 890,035.71 | 2,046,066.00 | 43.50% | |
| NET OF REVENUES & EXPENDITURES | 569,885.30 | 38,868.00 | 1466.21% | |

CITY OF JONESVILLE
REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 12/31/2023

| DESCRIPTION | YTD BALANCE 12/31/2023 NORMAL (ABNORMAL) | 2023-24 AMENDED BUDGET | % BDGT USED | COMMENTS |
|---|--|------------------------------|-----------------|----------------------------------|
| Fund 202 - MAJOR STREETS FUND | | | | |
| TOTAL Revenues | 153,531.56 | 691,241.00 | 22.21% | |
| Expenditures | | | | |
| 451-STREET CONSTRUCTION | 151,827.68 | 567,000.00 | 26.78% | Maumee St construction |
| 465-ROUTINE MAINTENANCE | 71,431.01 | 81,740.00 | 87.39% | Mowing/street sweeping/cut trees |
| 474-TRAFFIC CONTROL | 3,770.06 | 6,000.00 | 62.83% | Paint traffic lines |
| 478-WINTER MAINTENANCE | 1,105.99 | 22,915.00 | 4.83% | |
| 900-ADMINISTRATION | 7,121.00 | 14,242.00 | 50.00% | Admin wages |
| TOTAL Expenditures | 235,255.74 | 691,897.00 | 34.00% | |
| NET OF REVENUES & EXPENDITURES | (81,724.18) | (656.00) | | |
| Fund 203 - LOCAL STREETS FUND | | | | |
| TOTAL Revenues | 349,160.98 | 852,047.50 | 40.98% | Tax revenue from Gen Fund |
| Expenditures | | | | |
| 451-STREET CONSTRUCTION | 0.00 | 841,285.00 | 0.00% | |
| 465-ROUTINE MAINTENANCE | 49,404.53 | 82,370.00 | 59.98% | Mowing/street sweeping/cut trees |
| 474-TRAFFIC CONTROL | 106.77 | 3,534.00 | 3.02% | Paint traffic lines |
| 478-WINTER MAINTENANCE | 2,238.01 | 18,480.00 | 12.11% | |
| 900-ADMINISTRATION | 38,841.00 | 139,152.00 | 27.91% | Admin wages/debt service |
| TOTAL Expenditures | 90,590.31 | 1,084,821.00 | 8.35% | |
| NET OF REVENUES & EXPENDITURES | 258,570.67 | (232,773.50) | -111.08% | |
| Fund 211 - STATE HIGHWAY FUND | | | | |
| TOTAL Revenues | 9,946.26 | 37,589.00 | 26.46% | |
| Expenditures | | | | |
| 465-ROUTINE MAINTENANCE | 9,430.90 | 16,905.00 | 55.79% | Street sweeping/mow road edges |
| 474-TRAFFIC CONTROL | 141.47 | 650.00 | 21.76% | |
| 478-WINTER MAINTENANCE | 839.06 | 12,010.00 | 6.99% | |
| 900-ADMINISTRATION | 962.15 | 8,023.00 | 11.99% | Overhead to Gen Fund |
| TOTAL Expenditures | 11,373.58 | 37,588.00 | 30.26% | |
| NET OF REVENUES & EXPENDITURES | (1,427.32) | 1.00 | | |

CITY OF JONESVILLE
REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 12/31/2023

| DESCRIPTION | YTD BALANCE 12/31/2023 NORMAL (ABNORMAL) | 2023-24 AMENDED BUDGET | % BDGT USED | COMMENTS |
|---|--|------------------------------|----------------|-------------------------------------|
| Fund 247 - LOCAL DEVELOPMENT FINANCE AUTHORITY | | | | |
| TOTAL Revenues | 420,659.66 | 418,600.00 | 100.49% | |
| Expenditures | | | | |
| 729-DEVELOPMENT ACTIVITIES | 40,050.67 | 294,331.00 | 13.61% | |
| TOTAL Expenditures | 40,050.67 | 294,331.00 | 13.61% | |
| NET OF REVENUES & EXPENDITURES | 380,608.99 | 124,269.00 | 306.28% | |
| Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY | | | | |
| TOTAL Revenues | 19,693.87 | 783,000.00 | 2.52% | |
| Expenditures | | | | |
| 442-PARKING LOTS | 390.13 | 18,690.00 | 2.09% | |
| 443-SIDEWALKS | 195.57 | 1,621.00 | 12.06% | |
| 729-DEVELOPMENT ACTIVITIES | 19,098.00 | 48,407.00 | 39.45% | Admin wages |
| 733-DOWNTOWN/STREETSCAPE | 7,983.95 | 20,035.00 | 39.85% | Prop & liab insur/electric/watering |
| 895-PROMOTIONS | 7,390.23 | 10,565.00 | 69.95% | Decorations/Christmas in Jonesville |
| 897-OTHER ACTIVITIES | 1,120.00 | 58,240.00 | 1.92% | Debt service |
| TOTAL Expenditures | 36,177.88 | 157,558.00 | 22.96% | |
| NET OF REVENUES & EXPENDITURES | (16,484.01) | 625,442.00 | -2.64% | |
| Fund 301 - GENERAL DEBT SERVICE FUND | | | | |
| TOTAL Revenues | 1,120.00 | 119,710.00 | 0.94% | |
| Expenditures | | | | |
| 907-D.D.A. BOND | 1,120.00 | 58,240.00 | 1.92% | |
| 908-LOCAL STREET BOND | 0.00 | 61,470.00 | 0.00% | |
| TOTAL Expenditures | 1,120.00 | 119,710.00 | 0.94% | |
| NET OF REVENUES & EXPENDITURES | 0.00 | 0.00 | | |

CITY OF JONESVILLE
REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 12/31/2023

| DESCRIPTION | YTD BALANCE 12/31/2023 NORMAL (ABNORMAL) | 2023-24 AMENDED BUDGET | % BDGT USED | COMMENTS |
|--|--|------------------------------|-----------------|------------------------|
| Fund 590 - SEWER SYSTEM FUND | | | | |
| TOTAL Revenues | 450,532.29 | 827,498.02 | 54.45% | |
| Expenditures | | | | |
| 527-SEWAGE DISPOSAL | 401,841.15 | 1,516,662.45 | 26.50% | |
| TOTAL Expenditures | 401,841.15 | 1,516,662.45 | 26.50% | |
| NET OF REVENUES & EXPENDITURES | 48,691.14 | (689,164.43) | -7.07% | |
| Fund 591 - WATER SUPPLY SYSTEM FUND | | | | |
| TOTAL Revenues | 232,808.13 | 535,946.98 | 43.44% | |
| Expenditures | | | | |
| 536-IRON REMOVAL PLANT | 113,314.64 | 471,378.22 | 24.04% | |
| 537-WATER DISTRIBUTION SYSTEM | 93,616.62 | 220,501.00 | 42.46% | New water services |
| TOTAL Expenditures | 206,931.26 | 691,879.22 | 29.91% | |
| NET OF REVENUES & EXPENDITURES | 25,876.87 | (155,932.24) | -16.59% | |
| Fund 661 - MOTOR VEHICLE POOL FUND | | | | |
| TOTAL Revenues | 120,667.21 | 151,000.00 | 79.91% | Dump truck grant funds |
| Expenditures | | | | |
| 270-DPW BUILDING AND GROUNDS | 9,932.91 | 24,102.00 | 41.21% | |
| 896-MOTOR VEHICLE POOL | 66,542.40 | 158,681.00 | 41.93% | Truck 532 tank |
| TOTAL Expenditures | 76,475.31 | 182,783.00 | 41.84% | |
| NET OF REVENUES & EXPENDITURES | 44,191.90 | (31,783.00) | -139.04% | |
| Fund 703 - CURRENT TAX FUND | | | | |
| TOTAL Revenues | 1,060.88 | 0.00 | | Interest earnings |
| TOTAL Expenditures | 0.00 | 0.00 | | |
| NET OF REVENUES & EXPENDITURES | 1,060.88 | 0.00 | | |
| TOTAL REVENUES - ALL FUNDS | 3,219,101.85 | 6,501,566.50 | 49.51% | |
| TOTAL EXPENDITURES - ALL FUNDS | 1,989,851.61 | 6,823,295.67 | 29.16% | |
| NET OF REVENUES & EXPENDITURES | 1,229,250.24 | (321,729.17) | 382.08% | |

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

**JONESVILLE CITY COUNCIL
Minutes of January 17, 2024**

A meeting of the Jonesville City Council was held on Wednesday, January 17, 2024 at the Jonesville City Hall, 265 E. Chicago Street, Jonesville, MI. Mayor Gerry Arno called the meeting to order at 6:30 p.m. Council members present were: Tim Bowman, Chris Grider, George Humphries Jr., Delesha Padula and Andy Penrose. Absent: Brenda Guyse

Also present: Manager Gray, Treasurer Spahr, WWTP Supt. Hughes, DPW Supt. Kyser, Public Safety Director Lance, Attorney Thompson, Dana Kyser, Charles and Lindsey Crouch, Lisa Adair, Keith O'Neil (REU).

Councilmember Chris Grider led the Pledge of Allegiance and the moment of silence.

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

Mayor Gerry Arno presented Mike Kyser with a Proclamation honoring him for more than 40 years of faithful and dedicated service to the citizens of Jonesville. Mike's service has included 14 years as the Public Works Superintendent, and 33 years as a Jonesville Firefighter, along with having served as Assistant Fire Chief. Mike has set the standard for exemplary service to the citizens of Jonesville, and his conduct and service have been an example to others and garnered the respect of his peers in this City, as well as public works and fire service.

An update was presented by Keith O'Neil, Executive Director – Reading Emergency Unit.

A motion was made by George Humphries Jr. and supported by Chris Grider to appoint Charles Crouch as Public Works Superintendent and Todd Ruden as Public Works Foreman, and Mike Kyser as a part time employee for Public Works (indefinitely) as recommended by City Manager Jeff Gray. All in favor. Absent: Brenda Guyse. Motion carried.

Chris Grider made a motion and was supported by Andy Penrose to approve Resolution 2024-01 – City of Jonesville 2024-2028 Recreation Plan. The Recreation Plan is an important instrument for long term planning of our parks facilities and recreation programming, and the plan assures that the City remains eligible for grand funding through the Michigan Department of Natural Resources (MDNR). The state requires such plans to be updated every five (5) years. Roll Call Vote: Ayes: Tim Bowman, Chirs Grider, George Humphries Jr., Delesha Padula, Andy Penrose and Gerry Arno. Nays: None. Absent: Brenda Guyse. Motion carried.

A motion was made by Delesha Padula and supported by Tim Bowman to approve Resolution 2024-02 – Board of Review Meeting Dates, establishing the meeting dates and times for the Board of Review. Roll Call Vote: Ayes: Tim Bowman, Chris Grider, George Humphries Jr., Delesha Padula, Andy Penrose and Gerry Arno. Nays: None. Absent: Brenda Guyse. Motion carried.

Delesha Padula made a motion and was supported by Andy Penrose to approve Resolution 2024-03 – Poverty Exemption Guidelines, rescinding the previous guidelines and adopt the revised standards that are consistent with legislation. The guidance will update annually, in accordance with Federal poverty standards. Roll Call Vote: Ayes: Tim Bowman, Chris Grider, George Humphries Jr., Delesha Padula, Andy Penrose and Gerry Arno. Nays: None. Absent: Gerry Arno. Motion carried.

A motion was made by Tim Bowman and supported by Delesha Padula to approve the Fiscal Year 2023-24 Second Quarter Budget Amendments, including the grant proceeds and expenses associated with demolition of 148 Jermain Street, and deferral of the streetscape and parking lot work Downtown to coincide with the MDOT resurfacing project. Maumee Street grant revenues and expenditures budgeted in the prior fiscal year have been carried over to reflect construction that continued in the current year. All in favor. Absent: Brenda Guyse. Motion carried.

George Humphries Jr. made a motion and was supported by Chris Grider to accept the Planning Commission Annual Report and Work Plan as submitted by the Planning Commission. All in favor. Absent: Brenda Guyse. Motion carried.

The City Purchasing Policy was included as an informational item explaining the City's Procurement and Purchasing Policy. The policy was last amended in July of 2022 to add standards consistent with the Code of Federal Regulations for purchases that utilize Federal funds.

A motion was made by Delesha Padula and supported by Chris Grider to approve the Council minutes of December 20, 2023 Regular Meeting. All in favor. Absent: Brenda Guyse. Motion carried.

Andy Penrose made a motion and was supported by Delesha Padula to approve the Accounts Payable for January 2024 in the amount of \$99,341.36. All in favor. Absent: Brenda Guyse. Motion carried.

A motion was made by Tim Bowman and supported by Andy Penrose to receive the minutes of Hillsdale Economic Development Partnership (HEDC) – November 9, 2023 and Region 2 Planning Commission (R2PC) – November 9, 2023 and December 6, 2023. All in favor. Absent: Brenda Guyse. Motion carried.

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

Mayor Arno adjourned the meeting at 7:14 p.m.

Submitted by:

Cynthia D. Means
Clerk

Gerald E. Arno
Mayor

| <u>Vendor</u> | <u>Description</u> | <u>Amount</u> |
|--------------------------------|---|---------------|
| APPLIED INNOVATION | COPIER MAINTENANCE | 78.68 |
| AT&T | LOCAL/LONG DISTANCE | 821.42 |
| BAKER TILLY MUNICIPAL ADVISOR | SEWER - CONTINUING DISCLOSURE SERVICES | 750.00 |
| BAKER, VICKI/B & B CLEANING, | CITY HALL/JPD/JFD CLEANING SERVICES | 620.00 |
| BRINER OIL CO., INC. | MVP - BLUE DEF | 27.20 |
| | MVP - BLUE DEF | 54.41 |
| | MVP - BULK TANK | 481.13 |
| | MVP - BULK TANK | 614.15 |
| | JPD/MVP - GASOLINE | 629.88 |
| | JFD - GASOLINE | 103.13 |
| | DPW/JPD/WWTP GASOLINE | 483.32 |
| | MVP - BLUE DEF | 73.10 |
| | MVP - BULK TANK | 163.14 |
| | JFD - GASOLINE | 91.55 |
| | | 2,721.01 |
| BSN SPORTS, INC | REC - SUPPLIES | 270.00 |
| BUTTERS EXCAVATING & LAWN CARE | CEMETERY MAINTENANCE/SEXTON SERVICES | 3,191.67 |
| CAPITAL ONE | WALMART - SUPPLIES/REPAIRS | 582.22 |
| CLEAR VIEW B.R. LLC | CITY HALL/JPD - WINDOW CLEANING | 40.00 |
| COLLINS, KEVIN | MWEA JOINT EXPO MILEAGE/PARKING | 97.10 |
| CONSUMERS ENERGY | CEMETERY ELECTRICITY | 30.37 |
| | JFD - EMERGENCY SIREN ELECTRICITY | 43.39 |
| | CITY HALL 3RD FLOOR ELECTRICITY | 29.24 |
| | IRON REMOVAL PLANT ELECTRICITY | 1,477.90 |
| | 500 IND PKWY SPRINKLER METER ELECTRICITY | 32.20 |
| | 598 IND PKWY SPRINKLER METER ELECTRICITY | 29.52 |
| | 100 DEAL PKWY SPRINKLER METER ELECTRICITY | 34.17 |
| | WATER TOWER ELECTRICITY | 120.57 |
| | CITY HALL ELECTRICITY | 184.14 |
| | CITY HALL SECOND FLOOR ELECTRICITY | 29.24 |
| | JPD ELECTRICITY | 163.46 |
| | JFD TRUCK BAY ELECTRICITY | 147.90 |
| | JFD TRAINING ROOM ELECTRICITY | 81.08 |
| | DDA - UNMETERED PARKING LOT LIGHT ELECTRICITY | 28.62 |
| | DDA - METERED PARKING LOT LIGHT ELECTRICITY | 38.43 |
| | CITY-WIDE STREET LIGHT ELECTRICITY | 1,310.46 |
| | CITY-WIDE LED LIGHT ELECTRICITY | 1,385.52 |
| | DOWNTOWN/STREETSCAPE LIGHT ELECTRICITY | 523.05 |
| | FAST PARK ELECTRICITY | 44.67 |
| | WRIGHT ST PARK ELECTRICITY | 34.63 |
| | RADIO TOWER ELECTRICITY | 40.42 |
| | WWTP ELECTRICITY | 5,325.61 |
| | DPW BUILDING ELECTRICITY | 281.72 |
| | FREEDOM MEMORIAL ELECTRICITY | 46.99 |
| | | 11,463.30 |
| CROUCH ELECTRIC, LLC | JFD - GENERATOR | 12,551.00 |
| | WWTP - REPAIRS | 620.98 |
| | WWTP - REPAIRS | 130.00 |
| | | 13,301.98 |
| CURRENT OFFICE SOLUTIONS | OFFICE SUPPLIES | 64.91 |
| | JPD COPIER MAINTENANCE | 13.25 |
| | | 78.16 |
| DEPENDABLE FIRE APPARATUS, LIJ | JFD - TRUCK 532 REPAIRS | 1,025.66 |
| | JFD - TRUCK 535 REPAIRS | 515.49 |
| | | 1,541.15 |
| DETROIT SALT COMPANY | SALT | 3,170.20 |
| | SALT | 3,111.98 |
| | SALT | 3,050.67 |
| | | 9,332.85 |
| DMCI BROADBAND, LLC | CITY HALL - CAMERA HARD DRIVE REPLACEMENT | 255.00 |
| ELHORN ENGINEERING COMPANY | WATER - SUPPLIES | 1,577.00 |
| ELWOOD STAFFING SERVICES, INC | DPW TEMP W/E 01/28/24 | 810.00 |
| | DPW TEMP W/E 02/04/24 | 810.00 |

| <u>Vendor</u> | <u>Description</u> | <u>Amount</u> |
|--|-----------------------------------|---------------|
| | DPW TEMP W/E 02/11/24 | 789.75 |
| | 2,409.75 | |
| FIRST NATIONAL BANK OMAHA | ZOOM MEMBERSHIP | 15.99 |
| | STAMPED ENVELOPES/CONFERENCES/ETC | 3,209.41 |
| | 3,225.40 | |
| GOLDSTAR PRODUCTS, INC | WWTP - SUPPLIES | 624.90 |
| GOODMAN TYLER | UB refund for account: 000275-01 | 8.35 |
| GRAINGER | WWTP - HEATER MOTORS | 2,625.73 |
| GREENMARK EQUIPMENT | MVP - VEHICLE REPAIRS | 32.73 |
| | MVP - VEHICLE REPAIRS | 86.91 |
| | MVP - VEHICLE REPAIRS | 19.67 |
| | 139.31 | |
| GRIFFITHS MECH CONTRACTING, IJFD | - SERVICE TRUCK BAY HEATERS | 270.00 |
| HILLSDALE CO FIREFIGHTERS ASSJFD | - COUNTY FIRE ASSOCIATION DUES | 200.00 |
| | JFD - TRAINING/ONSUREZ | 250.00 |
| | 450.00 | |
| HILLSDALE COUNTY EQUALIZATIONBOARD OF REVIEW TRAINING | | 40.00 |
| HILLSDALE HOSPITAL | PRE-EMPLOYMENT/CDL PHYSICALS | 347.00 |
| HUGHES, ED | WW ADMIN CONFERENCE MILEAGE | 190.28 |
| | MWEA JOINT EXPO MILEAGE | 87.10 |
| | 277.38 | |
| HYDROCORP, INC | WATER CROSS CONNECTION PROGRAM | 568.00 |
| JONESVILLE HARDWARE | SUPPLIES/REPAIRS | 62.36 |
| JONESVILLE LUMBER | CITY HALL/WWTP - REPAIRS | 27.18 |
| JONESVILLE, CITY OF | CITY HALL WATER/SEWER | 51.80 |
| | JFD WATER/SEWER | 81.62 |
| | JPD WATER/SEWER | 51.80 |
| | DPW WATER/SEWER | 55.21 |
| | WWTP WATER/SEWER | 177.62 |
| | WRIGHT ST PARK WATER/SEWER | 38.87 |
| | 456.92 | |
| KELLEY, DENTON | MWEA JOINT EXPO MILEAGE | 87.10 |
| LAW ENFORCEMENT & NARCOTICS | SJPD - SUPPLIES | 200.00 |
| LORENZ BRYAN | UB refund for account: 001041-02 | 1,193.53 |
| LOVINGER & THOMPSON, P.C. | LEGAL FEES | 925.00 |
| LRS, LLC | OFFICE/WWTP/DPW - TRASH REMOVAL | 199.44 |
| MACQUEEN EMERGENCY | JFD - FOAM | 643.00 |
| | JFD - FOAM | 643.00 |
| | JFD - FIRE HELMET | 452.11 |
| | 1,738.11 | |
| MCGOWAN ELECTRIC SUPPLY, INC. | PARKING LOT LIGHT REPAIRS | 233.46 |
| MICHIGAN GAS UTILITIES | IRON REMOVAL PLANT GAS SERVICE | 198.26 |
| | WWTP GAS/HEAT SERVICE | 1,431.48 |
| | JPD - GAS/HEAT SERVICE | 101.13 |
| | JFD - GAS/HEAT SERVICE | 353.65 |
| | GAS LIGHT SERVICE | 55.57 |
| | DPW - GAS/HEAT SERVICE | 205.35 |
| | CITY HALL - GAS/HEAT SERVICE | 141.59 |
| | 2,487.03 | |
| MML WORKERS COMPENSATION FUNIWORK COMP QUARTERLY INVOICE | | 2,111.00 |
| MUNICIPAL EMERGENCY SERVICES | JFD - THERMAL IMAGING CAMERA | 2,650.00 |
| MY-LOR, INC | JFD - SUPPLIES | 171.75 |
| NORM'S AUTO-JONESVILLE | MVP - TRUCK 8 TIRE REPAIR | 55.25 |
| | MVP - TRUCK 7 TIRES | 579.00 |
| | 634.25 | |
| NORTH EAST FABRICATION CO, INJFD | - TRUCK 535 REVISIONS | 1,235.00 |
| PERFORMANCE AUTOMOTIVE | SUPPLIES/REPAIRS | 307.27 |
| POSTMASTER | ELECTION POSTAGE | 780.00 |
| | POSTAGE - WATER/SEWER BILLS | 336.98 |
| | 1,116.98 | |
| PROSHRED SECURITY | SHRED SERVICES | 95.00 |
| REGION 2 PLANNING COMMISSION | RECREATION MASTER PLAN UPDATE | 2,498.86 |

02/16/2024
User: LSPAHR
DB: Jonesville

CITY OF JONESVILLE
INVOICE APPROVAL LIST
02/22/2024

Page: 3/3

| <u>Vendor</u> | <u>Description</u> | <u>Amount</u> |
|------------------------------|--|---------------|
| SAM'S CLUB/SYNCHRONY BANK | JFD/WWTP - SUPPLIES | 78.92 |
| SPECTRUM PRINTERS, INC | ELECTION SUPPLIES | 455.20 |
| | ELECTION SUPPLIES | 579.34 |
| | 1,034.54 | |
| STATE OF MICHIGAN | KELLEY - D3 EXAM APP FEE | 70.00 |
| STOCKHOUSE CORPORATION | UTILITY BILLING STOCK | 1,710.24 |
| | ACCOUNTS PAYABLE CHECK STOCK | 170.00 |
| | CROUCH/HUGHES BUSINESS CARDS | 124.00 |
| | 2,004.24 | |
| TRACTOR SUPPLY CREDIT PLAN | MVP - VEHICLE REPAIRS | 10.27 |
| UNIFIRST CORPORATION | MVP - SHOP TOWELS | 33.47 |
| | WWTP - UNIFORM RENTAL | 45.97 |
| | WWTP - UNIFORM RENTAL | 45.97 |
| | CITY HALL/JPD - FLOOR MATS | 50.25 |
| | MVP - SHOP TOWELS | 34.64 |
| | WWTP - UNIFORM RENTAL | 47.75 |
| | WWTP - UNIFORM RENTAL | 53.75 |
| | MVP - SHOP TOWELS | 35.30 |
| | WWTP - UNIFORM RENTAL | 66.22 |
| | 413.32 | |
| UNIQUE PAVING MATERIALS CORP | COLD PATCH | 254.98 |
| USA BLUEBOOK | WWTP REPAIRS | 563.95 |
| | WATER/WWTP - SUPPLIES | 1,225.98 |
| | WWTP - SUPPLIES | 882.67 |
| | 2,672.60 | |
| VC3, INC. | MS EXCHANGE ONLINE - JAN 2024 | 100.00 |
| | MS EXCHANGE ONLINE - FEB 2024 | 100.00 |
| | EMAIL ARCHIVER RENEWAL | 1,692.00 |
| | EMAIL CLOUD PROTECTION | 52.00 |
| | 1,944.00 | |
| VERIZON WIRELESS | DPW CELL PHONE | 25.00 |
| | JPD/DPW-CELL PHONES/RADIO TOWER/JPD/JFD-MODEMS | 321.32 |
| | DPW CELL PHONE | 25.00 |
| | 371.32 | |
| WATERSTRAUT KATIE | UB refund for account: 001056-12 | 76.84 |
| WITMER PUBLIC SAFETY GROUP, | IJFD - UNIFORMS | 186.00 |
| | JFD - UNIFORMS | 345.24 |
| | JFD - UNIFORMS | 1,365.50 |
| | JFD - UNIFORMS | 478.21 |
| | 2,374.95 | |
| | Total: | 87,443.58 |

**CITY OF JONESVILLE
PLANNING COMMISSION
Minutes of January 16, 2024**

A City of Jonesville Planning Commission meeting was held on Tuesday, January 16, 2024 at the Jonesville City Hall, 265 E Chicago Street, Jonesville, MI. Chair Christine Bowman called the meeting to order at 7:00 p.m.

Present: Christine Bowman, Charles Crouch, Annette Sands and Ryan Scholfield

Absent: Jim Ackerson, Marty Ethridge and Brenda Guyse.

Also Present: Jeff Gray, Mike Kyser, Zack Smith (R2PC), Scott and Jennifer Smith and Ashley Parker.

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

A motion was made by Annette Sands and supported by Charles Crouch to approve the agenda as presented. All in favor. Absent: Jim Ackerson, Marty Ethridge and Brenda Guyse. Motion carried.

Charles Crouch made a motion and was supported by Ryan Scholfield to approve the minutes from December 12, 2023. All in favor. Absent: Jim Ackerson, Marty Ethridge and Brenda Guyse. Motion carried.

The Public Hearing was opened at 7:02 p.m. for the City of Jonesville 2024-2028 Master Recreation Plan. Scott Smith and Ashley Parker both expressed questions regarding specific items in the proposed Recreation Plan. Manager Gray spoke briefly on the Master Plan. The Public Hearing was closed at 7:25 p.m.

A motion was made by Charles Crouch and supported by Annette Sands to approve the Resolution recommending that the Jonesville City Council adopt the City of Jonesville 2024-2028 Recreation Plan. Roll Call Vote: Ayes: Christine Bowman, Charles Crouch, Annette Sands and Ryan Scholfield. Nays: None. Absent: Jim Ackerson, Marty Ethridge and Brenda Guyse. Motion carried.

Ryan Scholfield made a motion and was supported by Charles Crouch to adopt the 2023 Planning Commission Annual Report and to submit the report of its activities to City Council. All in favor. Absent: Jim Ackerson, Marty Ethridge and Brenda Guyse. Motion carried.

A motion was made by Annette Sands and supported by Charles Crouch to adopt the 2024 Planning Commission Work Plan. All in favor. Absent: Jim Ackerson, Marty Ethridge and Brenda Guyse. Motion carried.

Annette Sands made a motion and was supported by Charles Crouch to nominate the following officers: Chair – Christine Bowman, Vice-Chair – Annette Sands and Secretary – Ryan Scholfield. All in favor. Absent: Jim Ackerson, Marty Ethridge and Brenda Guyse. Motion carried.

Manager Gray provided updates for Riverview Flats (Klein Tool building), Key Opportunities property located on Beck Street, and the retirement of Public Works Supt. Mike Kyser.

The next meeting is scheduled for Tuesday, February 14, 2024 at 7:00 p.m.

The meeting was adjourned at 8:11 p.m.

Submitted by,

Cynthia D. Means
Clerk

Jonesville Police Department

116 West Chicago Road
Jonesville, Michigan. 49250

911 Police Service Administration (517) 849-2101

FAX (517) 849-2520

ACTIVITY SUMMARY FOR JANUARY 2023

Total reports written: 70
Criminal Sexual Conduct: 1
Assault and Battery: 1
Larceny from Building: 0
Theft from Motor Vehicle: 2
Fraud: 1
Soliciting a Minor: 1
Larceny- Other: 0
Non-Violent Domestic: 0
Retail Fraud: 5
Driving Law Violation/Misd: 6
Operating while Intoxicated: 0
Obstructing Justice: 2
Public Roadway Accidents: 6
Private Property Accidents: 0
Other Arrests: 4 (warrants, traffic-DWLS/Revoked, etc.)
Civil Matter/Family Disputes: 3
Medical Emergency: 8
Open Door: 3
Ordinance Violation: 2
Juvenile Trouble: 0
Suspicious Situations: 8
Lost and Found Property: 0
General Assistance: 17
Traffic/Moving Violations: 6
Nuisance Animal: 1
Warrants Received from Prosecutor: 4



114 W. Chicago St.

Jonesville, MI 49250

(517) 849-2101

Runs for January 2024

(517) 849-2520 Fax

| <u>Run</u> | <u>Members</u> | <u>Date</u> | <u>Type of call</u> | <u>Location</u> | <u>City</u> | <u>Fayette</u> | <u>Scipio</u> | <u>Mutual</u> | <u>Training</u> |
|------------|----------------|-------------|-----------------------|-----------------------------|-------------|----------------|---------------|---------------|-----------------|
| 1 | 5 | 1/2/2024 | Odor Investigation | 3477 Genesee Rd. | | X | | | |
| 2 | 8 | 1/3/2024 | Illegal Burn | 3230 Genesee Mills Rd. | | X | | | |
| 3 | 6 | 1/7/2024 | Fire Disregard | 6743 Sweet Clover Hills Dr. | | X | | | |
| 4 | 9 | 1/10/2024 | Trainings | Station 5 | | | | | X |
| 5 | 9 | 1/11/2024 | Vehicle Fire | 405 Evans st | X | | | | |
| 6 | 8 | 1/14/2024 | Structure Fire | 1780 E. Ball Rd | | X | | | |
| 7 | 7 | 1/14/2024 | PI Accident | Homer Rd & Cranberry Lk | | | X | | |
| 8 | 6 | 1/15/2024 | MVA | E Chicago St. & Evans St. | X | | | | |
| 9 | 7 | 1/16/2024 | Structure Fire | 1640 E Chicago Rd | | X | | | |
| 10 | 7 | 1/16/2024 | PI Accident | Half Moon Lk & Moore RD | | X | | | |
| 11 | 2 | 1/16/2024 | Meeting | 1780 E.Ball RD | | X | | | |
| 12 | 6 | 1/16/2024 | CO Alarm | 604 Holly Ct | X | | | | |
| 13 | 8 | 1/17/2024 | Structure Fire | 3351 larry dr | | | | X | |
| 14 | 2 | 1/19/2024 | PI Accident | E. CHICAGO & MAUMEE | X | | | | |
| 15 | 4 | 1/22/2024 | Assist Medical | 515 Maumee St. | X | | | | |
| 16 | 7 | 1/22/2024 | Fire Alarm no Fire | 781 Olds St | X | | | | |
| 17 | 9 | 1/23/2024 | Vehicle Fire | 325 Beck St | X | | | | |
| 18 | 9 | 1/24/2024 | Wires Down | 2400 E Chicago Rd | | | X | | |
| 19 | 11 | 1/24/2024 | Structure Fire | 206 Orville St. | X | | | | |
| 20 | 10 | 1/24/2024 | Sta 5 Equipment Inspe | Station 5 | | | | | X |
| 21 | 2 | 1/28/2024 | Meeting | HC Dispatch Center | | | | | X |
| 22 | 6 | 1/29/2024 | Wires Down | 2248 E. Chicago Rd. | | | X | | |
| 23 | 6 | 1/31/2024 | Structure Fire | 10891 Cronk Rd | | | | X | |

Year Total Type of Call

| <u>City</u> | <u>Fayette</u> | <u>Scipio</u> | <u>Mutual</u> |
|-----------------|----------------|---------------|---------------|
| 8 | 7 | 3 | 2 |
| <u>Training</u> | | | |
| 3 | | | |

Total for January 23
Total for the Year 23

| | <u>City</u> | <u>Fayette</u> | <u>Scipio</u> | <u>Mutual</u> | <u>Training</u> |
|------------------|-------------|----------------|---------------|---------------|-----------------|
| <u>January</u> | 8 | 7 | 3 | 2 | 3 |
| <u>Febuary</u> | 0 | 0 | 0 | 0 | 0 |
| <u>March</u> | 0 | 0 | 0 | 0 | 0 |
| <u>April</u> | 0 | 0 | 0 | 0 | 0 |
| <u>May</u> | 0 | 0 | 0 | 0 | 0 |
| <u>June</u> | 0 | 0 | 0 | 0 | 0 |
| <u>July</u> | 0 | 0 | 0 | 0 | 0 |
| <u>August</u> | 0 | 0 | 0 | 0 | 0 |
| <u>September</u> | 0 | 0 | 0 | 0 | 0 |

| | | | | | |
|-----------------|----------|----------|----------|----------|----------|
| October | 0 | 0 | 0 | 0 | 0 |
| November | 0 | 0 | 0 | 0 | 0 |
| December | 0 | 0 | 0 | 0 | 0 |

MONTHLY OPERATING REPORT

January 2024

SUBMITTED: Feb 12 ,2024

WATER FLOW

| | |
|---------|----------|
| MAXIMUM | 196,000 |
| MINIMUM | 115,000 |
| AVERAGE | 160,000 |
| TOTAL | 4.946 MG |

WASTEWATER FLOW

| | |
|---------|-----------|
| MAXIMUM | 370,600 |
| MINIMUM | 215,500 |
| AVERAGE | 261,600 |
| TOTAL | 8.1109 MG |

CALLOUTS: 1 call out

OPERATION & MAINTENANCE

The plant was in compliance with the NPDES permit limitations during the month of January 2024. The vactor went to Camden for an emergency lift station back up

The Wastewater Plant Laboratory processed 134 Bacteria tests, 39 Nitrate tests and 11 Nitrite tests in January 2024.

5-Day Biochemical Oxygen Demand

NPDES Permit 30 Day Average Limit is 20 mg/l

NPDES Permit Daily Maximum is 30 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—97.4 %

Daily Maximum—6 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—4.3 mg/l

Average Percent Removal from the Raw Wastewater—96.6%

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—0.50 mg/l

Average Percent Removal from the Raw Wastewater—85.7%

Ammonia Nitrogen

Monthly Average Limit is Report Only

Daily Maximum Limit is 7.0 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—0.271 mg/l

Average Percent Removal from the Raw Wastewater—98.8%

Jonesville Daily Maximum—1.27 mg/l

Ed Hughes

Jonesville Dept of Public Works

January 2024

Monthly Report

| | Maintenance | Salt | Chloride | Top Dirt | COLD MIX |
|------------------------|-------------------------|------------|----------|----------|----------|
| STATE HIGHWAYS | 9 HRS DT 2 HRS OT | 28 Tons | 5 Bags | 0 Yd | 2 Tons |
| MAJOR STREETS | 9 HRS DT 2 HRS OT | 37 Tons | 4 Bags | 0 Yd | .25 Ton |
| LOCAL STREETS | 0 HR DT 13.50 HRS OT | 30.62 Tons | 0 Bag | 0 Yd | .43 Ton |
| PARKING LOTS | 0 HR DT 1.75 HRS OT | 8 Tons | 1 Bag | | 0 Ton |
| POLICE STATION | .25 HR OT | 1.75 Tons | 0 Bag | | |
| FIRE DEPARTMENT | .75HR OT | 1.23 Tons | 1 Bag | | |
| DDA SIDEWALKS | 1 HR OT | | | | |
| LDFA | 0 HR OT | | | | 0 Ton |
| WATER | 0 HR DT 0 HR OT | | | 0 Yd | 0 Ton |
| State Police | .75 HR OT | 2.50 Tons | 0 Bag | | |

There were 9 call outs.

The call outs were for Plowing and salting State, Major, Local and Parking Lots

The snow was hauled from State, Major, Local and Parking lots

We have been doing maintenance on the equipment.

State, Major and Local Streets were Cold Patched

All Christmas decorations were taken down and put away for DDA

Major and Local storm drains were cleaned

Charles Crouch

**CITY OF JONESVILLE
CASH BALANCES**

| | | January-2024 | BANK BALANCE |
|-------------------------------|------------------------------------|-----------------|---------------|
| GENERAL FUND: | | | |
| | General Fund Now Checking | 101-000-001 | 0.00 |
| | General Fund ICS | 101-000-002 | 250,511.41 |
| | General Fund CLASS Acct | 101-000-007 | 2,051,837.71 |
| | General Fund Cemetery CLASS Acct | 101-000-007.100 | 100,213.68 |
| | General Fund Alloc of Assets CLASS | 101-000-007.200 | 445,188.64 |
| MAJOR STREETS: | | | |
| | Major Streets Now Checking | 202-000-001 | 13,276.87 |
| | Major Streets CLASS Acct | 202-000-007 | 590,396.33 |
| LOCAL STREETS: | | | |
| | Local Streets Now Checking | 203-000-001 | 368.57 |
| | Local Streets CLASS Acct | 203-000-007 | 993,154.54 |
| STATE HIGHWAY: | | | |
| | State Highway Now Checking | 211-000-001 | 14,735.38 |
| L.D.F.A.: | | | |
| | LDFA Operating Now Checking | 247-000-001 | 6,116.55 |
| | LDFA CD - Flagstar Bank | 247-000-003.200 | 250,000.00 |
| | LDFA CD - So MI Bank & Trust | 247-000-003.300 | 250,000.00 |
| | LDFA Operating CLASS Acct | 247-000-007 | 3,041,094.92 |
| D.D.A.: | | | |
| | DDA Now Checking | 248-000-001 | 3,774.44 |
| | DDA Operating CLASS Acct | 248-000-007 | 62,871.42 |
| SEWER FUND: | | | |
| | Sewer Receiving Now Checking | 590-000-001 | 93,972.15 |
| | Sewer Bond & Interest Checking | 590-000-001.300 | 10.00 |
| | Sewer Receiving CLASS Acct | 590-000-007 | 184,439.52 |
| | Sewer Plant Improv. CLASS Acct | 590-000-007.200 | 1,392,641.14 |
| WATER FUND: | | | |
| | Water Receiving Now Checking | 591-000-001 | 55,163.83 |
| | Water Receiving CLASS Acct | 591-000-007 | 322,293.76 |
| | Water Plant Improvement CLASS Acct | 591-000-007.100 | 414,304.24 |
| | Water Bond Reserve CLASS | 591-000-007.200 | 52,076.11 |
| | Water RR&I Reserve CLASS | 591-000-007.250 | 43,752.24 |
| | Water Tower Maint CLASS Acct | 591-000-007.300 | 56,168.54 |
| | Water Maint CLASS Acct | 591-000-007.400 | 85,777.59 |
| MOTOR VEHICLE POOL: | | | |
| | Motor Vehicle Pool Now Checking | 661-000-001 | 27,691.40 |
| | Equip. Replace CLASS - Police Car | 661-000-007.301 | 43,710.52 |
| | Equip. Replace CLASS - Fire Truck | 661-000-007.336 | 30,308.58 |
| | Equip. Replace CLASS - DPW Equip | 661-000-007.463 | 44.27 |
| | Equip. Replace CLASS - WWTP/Vactor | 661-000-007.590 | 56,340.04 |
| CURRENT TAX: | | | |
| | Current Tax Checking | 703-000-001 | 8,214.21 |
| | Current Tax Savings Account | 703-000-002 | 259,575.49 |
| PAYROLL FUND CHECKING: | | | |
| | | 750-000-001 | 2,510.41 |
| GRAND TOTAL | | | 11,202,534.50 |

CERTIFICATE *of Attendance*

2024 Governmental GAAP Update

COMPLETION DATE: **1/24/2024**

PARTICIPANT: **Lenore Spahr**

COMPLETION OF THE FOLLOWING CREDITS/FIELD OF STUDY:

1.5 Auditing (Governmental)

DELIVERY METHOD: **Group internet based**

All credits have been granted based on a 50-minute hour



ALICIA FREEMAN, CPE & QC Coordinator

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