



**CITY OF JONESVILLE  
COUNCIL AGENDA  
SEPTEMBER 18, 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. Land Division Request – 404 Parkwood Drive [Action Item]
- B. Consider Park Land Donation [Action Item]
- C. Change Order – West and Adrian Street Improvement Project [Action Item]
- D. Pay Request No. 1 – West and Adrian Street Improvement Project [Action Item]
- E. Residential Cross Connection Inspection Agreement [Action Item]
- F. Deputy Clerk Position [Action Item]
- G. Resolution 2024-14 – MDOT Trunkline Maintenance Agreement [ROLL CALL][Action Item]
- H. MML Liability and Property Pool Board of Directors Ballot [Action Item]

**7. COUNCIL MINUTES**

- A. August 21, 2024 Regular Meeting [Action Item]
- B. July 17, 2024 Special Meeting [Action Item]

**8. ACCOUNTS PAYABLE**

- A. Accounts Payable for September totalling \$108,618.01 [Action Item]

**9. BOARD AND COMMISSION MINUTES**

- A. Economic Development Partnership – July 11, 2024 (Gray) [Action Item]
- B. Region 2 Planning Commission – July 11, 2024 (Penrose)
- C. Planning Commission – August 20, 2024 (Guyse)

*(City Council Agenda continued on Page 2)*

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

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


**10. DEPARTMENT REPORTS**

- A. Public Safety
  - 1. Police – Public Safety Director Lance
  - 2. Fire – Deputy Chief Riggs
- B. Water/Wastewater Treatment Plant – Superintendent Hughes
- C. Department of Public Works – Superintendent Crouch
- D. Cash Report – Finance Director Spahr
- E. Recreation Report – Clerk Means

**11. OTHER BUSINESS**

**12. ADJOURN**



To: Jonesville City Council  
From: Jeffrey M. Gray, City Manager   
Date: September 13, 2024  
Re: Manager Report and Recommendations – September 18, 2024 Council Meeting

**6. A. Land Division Request – 404 Parkwood Drive [Action Item]**

Jerry Drake owns the home located at 404 Parkwood Drive. The home site is part of a largely undeveloped 9 acre parcel; the undeveloped land is connected to the property and is located south and east of his home. Jerry wants to divide the home site from the undeveloped property. However, the property is located in a platted subdivision. Pursuant to Section 28-55(i) of the Code of Ordinances, division of a platted lot requires action by the City Council. Staff has reviewed the proposed property division, as shown on the enclosed survey and has determined that the proposed home site will comply with the Zoning Ordinance. Without the home site, the undeveloped property would not have frontage on a public street. Jerry has submitted a combination application to combine the property with another undeveloped parcel that he owns further east on Parkwood Drive.

Staff has reviewed the proposal and found that the lots would conform with the Zoning Ordinance, and that no lot would be divided more than four times. It is recommended that Council consider a motion to approve the Land Division Application and Combination request, as proposed by the applicant. *Please refer to the application and survey, and Section 28-55(i) of the Code of Ordinances.*

**6. B. Consider Park Land Donation [Action Item]**

Jerry Drake has submitted the attached Donation Agreement that would donate  $\frac{3}{4}$  of an acre of his land that abuts the north side of Wright Street Park so that the City can develop a dog park. The agreement proposes that the City incur the costs associated with survey and development of the property. Attorney Lovinger has reviewed the form of the Agreement and finds it acceptable. However, it will be necessary to complete the survey and develop the property legal description before the Agreement can be approved by Council. The survey will cost \$3,800 and a title search will cost approximately \$200. If Council is interested in considering the donation, a motion to proceed with the survey and title search is recommended. The Donation Agreement can be considered at a future meeting once the legal description can be included and clear title is confirmed. There are sufficient fund balance funds for these unbudgeted expenses. *Please refer to the proposed Donation Agreement.*

**6. C. Change Order – West and Adrian Street Improvement Project [Action Item]**

The improvement project is to include new water services between the street and home for all properties on West Street, Adrian Street, Franklin Street, and Liberty Street that currently have galvanized water services. Although the Engineer's estimate included these costs, they were inadvertently omitted from the bid package. The attached change order would complete the required twenty-two new water services at a unit cost of \$6,000 each. In consideration that the omission may have cost the City the advantage of a competitive bid, Wolverine Engineers and Surveyors is proposing to reduce its service contract with the City for the project by 10%. This consideration brings the unit price for 22 services to under \$5,500, which is within the market rate for this work. Staff appreciates this consideration. Don Heck from Wolverine Engineers and Surveyors will be in attendance at the meeting to address questions of Council. A motion is necessary to approve the Change Order No. 1 for the West and Adrian Street Improvement Project. *Please refer to the Change Order.*

**6. D. Pay Request No. 1 – West and Adrian Street Improvement Project [Action Item]**

The pay request for work completed to date on the West and Adrian Street project is attached. With the 10% retainage, the request is for payment in the amount of \$124,827.30. The payment to date is largely

for traffic control devices and the water main installation on Franklin Street. A motion is necessary to approve the pay request. *Please refer to Pay Request No. 1.*

**6. E. Residential Cross Connection Inspection Agreement [Action Item]**

The City previously engaged the services of HydroCorp and has completed a commercial cross connection inspection program for many years. The Michigan department of Environment, Great Lakes, and Energy (EGLE) has recently mandated that the City implement a residential inspection program. A cross connection is an unprotected plumbing connection through which backflow can occur into drinking water. The attached agreement would engage the services of HydroCorp for the development of this program, including a review of the City's ordinance for any potential necessary amendments. The initial contract would be for two years at an annual rate of \$6,048. The cost for the program would be paid from current water billing fees for meter replacement and system maintenance. Once the City resumes water meter replacements, this fee will likely need to be revisited. A motion is necessary to approve the Inspection Agreement and to authorize the City Manager to execute the same. *Please refer to the attached Professional Service Agreement.*

**6. F. Deputy Clerk Position [Action Item]**

The FY 2024-25 budget includes the creation of a Deputy Clerk position. The position would be responsible for assistance with elections and cross training on office operations. The creation of the position at this time would allow for the candidate to complete professional certifications as a municipal clerk and election official, as well as to observe and learn City of Jonesville best practices. The full municipal clerk certification is a three-year program. A proposed position description is attached. The salary for the position is proposed at Grade 2 on the City's wage scale. This corresponds to a range of \$43,029 to \$56,144 per year and is based on a survey of available data from similarly sized communities in Michigan. A motion is necessary to create the position. *Please refer to the proposed Deputy Clerk Position Description.*

**6. G. Resolution 2024-14 – MDOT Trunkline Maintenance Agreement [Action Item]**

It is necessary to renew the City's five-year maintenance contract with the Michigan Department of Transportation (MDOT). The renewed contract will cover the period from October 1, 2024 through September 30, 2029. The contract provides for MDOT to compensate the City to complete maintenance activities on Chicago Street/US-12 and Evans Street/M-99 and Olds Street/M-99. The scope of work is unchanged from previous contracts. I would recommend approval of the resolution to approve the maintenance contract and to authorize the City Manager to execute the same. A roll-call vote is necessary to approve the resolution. *Please refer to Resolution 2024-14.*

**6. H. MML Liability and Property Pool Board of Directors Ballot [Action Item]**

Two incumbents are seeking re-election to one available spot on the MML Liability and Property Pool Board of Director's election. The Pool is City's liability insurance provider. You may write in one or more candidates if you wish. A motion to cast the ballot is necessary. *Please note the attached candidate profile.*

**9. BOARD AND COMMISSION MINUTES [Action Item]**

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

**CITY OF JONESVILLE  
LAND DIVISION APPLICATION**

**You MUST answer all questions and include all attachments or this will be returned to you.  
Bring or mail to:**

City of Jonesville Assessor 517-849-2104  
265 E. Chicago St.  
Jonesville, MI. 49250

Approval of a division of land is required before it is sold, when the new parcel is less than 40 acres and not just a property line adjustment (102 e&f). This form is designed to comply with §108 and §109 of the Michigan Land Division Act, formally the Subdivision Control Act, PA 288 of 1967, as amended (particularly PA 591 of 1996 and PA 87 of 1997. MCL 560 et seq.) **Approval of a division is not a determination that the resulting parcels comply with other ordinances or regulations.**

1. LOCATION of parent parcel to be split:  
Address: 404 PARKWOOD DR. JONESVILLE  
Parent Parcel Number: 30-21-247-001-009-    -    -3  
Legal Description of Parent Parcel (attach extra sheets as needed): SEE ATTACHED
  
2. PROPERTY OWNER INFORMATION:  
Name: JERRY L DRAKE Phone: (517) 212-6951 (wife)  
Address: 404 Road Name: PARKWOOD DR  
City: JONESVILLE State: MI Zip Code: 49250
  
3. APPLICANT INFORMATION (if not the property owner):  
Contact Person's Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Address: \_\_\_\_\_ Road Name: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
  
4. PROPOSAL: Describe the division(s) being proposed:  
A. Number of new Parcels: ONE  
B. Intended use (residential, commercial, etc.): RESIDENTIAL  
C. The division of the parcel provides access to an existing public road by: (check one)  
 Each new division has frontage on an existing public road.  
 A new public road, proposed road name: NA  
(Road name cannot duplicate an existing road name.)  
 A new private road or easement, proposed road name: NA  
(Road name cannot duplicate an existing road name.)  
 A recorded easement (driveway). (Cannot service more than one potential site.) NA
  
- 4A. Write here, or attach, a legal description of the proposed new road, easement or shared driveway (attach extra sheets if needed): NA
  
- 4B. Write here, or attach, a legal description for each proposed new parcel (attach extra sheets if needed):  
SEE ATTACHED
  
- 5A. FUTURE DIVISIONS that might be allowed but not included in this application? Per Land Division Act
  
- 5B. The number of future divisions being transferred from the parent parcel to another parcel? NA  
Identify the other parcel: \_\_\_\_\_  
(See section 109(2) of the Statute. Make sure your deed includes both statements as required in section 109(3) and 109(4) of the Statute.)

6. DEVELOPMENT SITE LIMITS: Check each that represents a condition which exists on the parent parcel. Any part of the parcel:
- is in a DNR-designated critical sand dune area.
  - is riparian or littoral (it is a river or lake front parcel).
  - is affected by a Lake Michigan High Risk Erosion setback.
  - includes a wetland.
  - includes a beach.
  - is within a flood plain.
  - includes slopes more than twenty five percent (a 1:4 pitch or 14° angle) or steeper.
  - is on muck soils or soils known to have severe limitations for on site sewage systems.
  - is known or suspected to have an abandoned well, underground storage tank or contaminated soils.

7. ATTACHMENTS: (all attachments **must** be included). Letter each attachment as shown here.
- A. 1. A survey, sealed by a professional surveyor at a scale of 1" = 30ft (insert scale), of proposed division(s) of parent parcel; **OR**
2. A map/drawing drawn to scale of \_\_\_\_\_ (insert scale), or proposed division(s) of parent parcel of the 30 day time limit is waived: Signature: \_\_\_\_\_
- The survey or map must show:
- (1) current boundaries (as of March 31, 1997), and
  - (2) all previous divisions made after March 31, 1997 (indicate when made or none), and
  - (3) the proposed division(s), and
  - (4) dimensions of the proposed divisions, and
  - (5) existing and proposed road/easement right-of-way, and
  - (6) easements for public utilities from each parcel to existing public utility facilities, and
  - (7) any existing improvements (buildings, wells, septic systems, driveways, etc.)
  - (8) any of the features checked in question number 6.
- NA B. A soil evaluation or septic system permit for each proposed parcel prepared by the Health Department, or each proposed parcel is serviced by a public sewer system.
- NA C. An evaluation/indication of approval will occur, or a well permit for potable water for each proposed parcel prepared by the Health Department, or each proposed parcel is serviced by a public water system.
- NA D. Indication of approval, or permit from County Road Commission, MDOT, or respective city/village street administrator, for each proposed new road, easement or shared driveway.
- NA E. A copy of any transferred division rights (§109(4) of the Act) in the parent parcel.
- F. A fee of ~~200.00~~.
- G. Other (please list) \_\_\_\_\_

8. IMPROVEMENTS Describe any existing improvements (buildings, well, septic, etc.) which are on the parent parcel or indicate none (attach extra sheets in needed). Home & Fence

9. AFFIDAVIT and permission for municipal, county and state officials to enter the property for inspections:

I agree the statements made above are true, and if found not to be true this application and any approval will be void. Further, I agree to comply with the conditions and regulations provided with this parent parcel division. Further, I agree to give permission for officials of the municipality, county and the State of Michigan to enter the property where this parcel division is proposed for purposes of inspection to verify that the information on the application is correct at a time mutually agreed with the applicant. Finally, I understand this is only a parcel division which conveys only certain rights under the applicable local land division ordinance, the local zoning ordinance, and the State Land Division Act) formerly the Subdivision Control Act, P.A. 288 of 1967, as amended (particularly by P.A. 591 of 1996), MCL 560.101 et.seq.), and does not include any representation or conveyance of rights in any other statute, building code, zoning ordinance, deed restriction or other property rights.

Finally even if this division is approved, I understand zoning, local ordinance and State Acts change from time to time, and if changed the divisions made here must comply with the new requirements (apply for division approval again) unless deeds, land contracts, leases or surveys representing the approved division are recorded with the Register of Deeds or the division is built upon before the changes to laws are made.

Property Owner's Signature Jerry L. Gabe Date: 8-30-24

**DO NOT WRITE BELOW THIS LINE:**

REVIEWER'S ACTION: TOTAL \$ 100.00 Receipt # 167820

Approved: Conditions, if any: \_\_\_\_\_

Denied: Reasons (cite §): \_\_\_\_\_

Signature and date: \_\_\_\_\_

# Combination Request Form

## City of Jonesville, Hillsdale County, Michigan

This form is to be used by an owner of real property to request two or more parcels be combined into one parcel identification number for property tax purposes. For multiple properties to be combined into one parcel identification number all parcels involved must, at a minimum, meet the following criteria:

- Title to the properties must be identical in ownership.
- Have no delinquent taxes.
- Any applicable mortgage or lien must have included all properties in this request.

Print or type in blue or black ink

PART 1: Owner Information		
Name of Owner (First, Middle, Last)	Property Address	Mailing Address
JERRY L DRAKE	404 PARKWOOD DR.	SAME
Name of Co-Owner (First, Middle, Last)	Daytime Telephone Number	Mailing Address City, State, Zip
NA	517 212-6951	JONESVILLE MI 49250

*\*If there are more than two (2) co-owners of the properties listed in part 2 please list additional owners on the back of this form.*

PART 2: Parcel Identification Numbers		
Parcel 1	Parcel 2	Parcel 3
30-21-247-001-009	30-21-247-001-015	
Parcel 4	Parcel 5	Parcel 6

*\*\*If more than six (6) parcels are requested to be combined, continue on the back of this form.*

**Answer the following questions:**

1. Are there delinquent property taxes on any parcels listed in Part 2? .....  Yes  No
2. Is there a mortgage or other lien on any parcels listed in Part 2? .....  Yes  No  
If yes, answer question 3, If no skip to the Part 3.
3. If you answered yes to question 2, are all properties listed in Part 2 included in the same mortgage or other lien? .....  Yes  No

PART 3: Certification			
<b>Certification:</b> I certify under penalty of perjury the information contained on this document is true and correct to the best of my knowledge.			
Owner's Signature Jerry L. Drake	Date 8-30-24	Co-Owner's Signature	Date

When completed return this form to:

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

**LOCAL GOVERNMENT USE ONLY (do not write below this line)**

Combination Request Approved?  Yes  No - If yes, 1<sup>st</sup> year effective will be 20\_\_\_\_\_

If no, state reason for disapproval \_\_\_\_\_

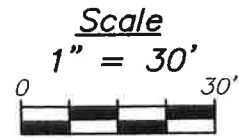
\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Supervisor/Assessor Signature Date

# Lot Survey

Part of Lots 29 & 32 of Briar Hills #2  
SE 1/4 Sec. 33, T5S, R3W  
Village of Jonesville, Hillsdale County, MI

For:  
Bonnie S. Drake  
Jerry L. Drake  
404 Parkwood Drive  
Jonesville, MI 49250

Parent Parcel  
#30-21-247-001-009

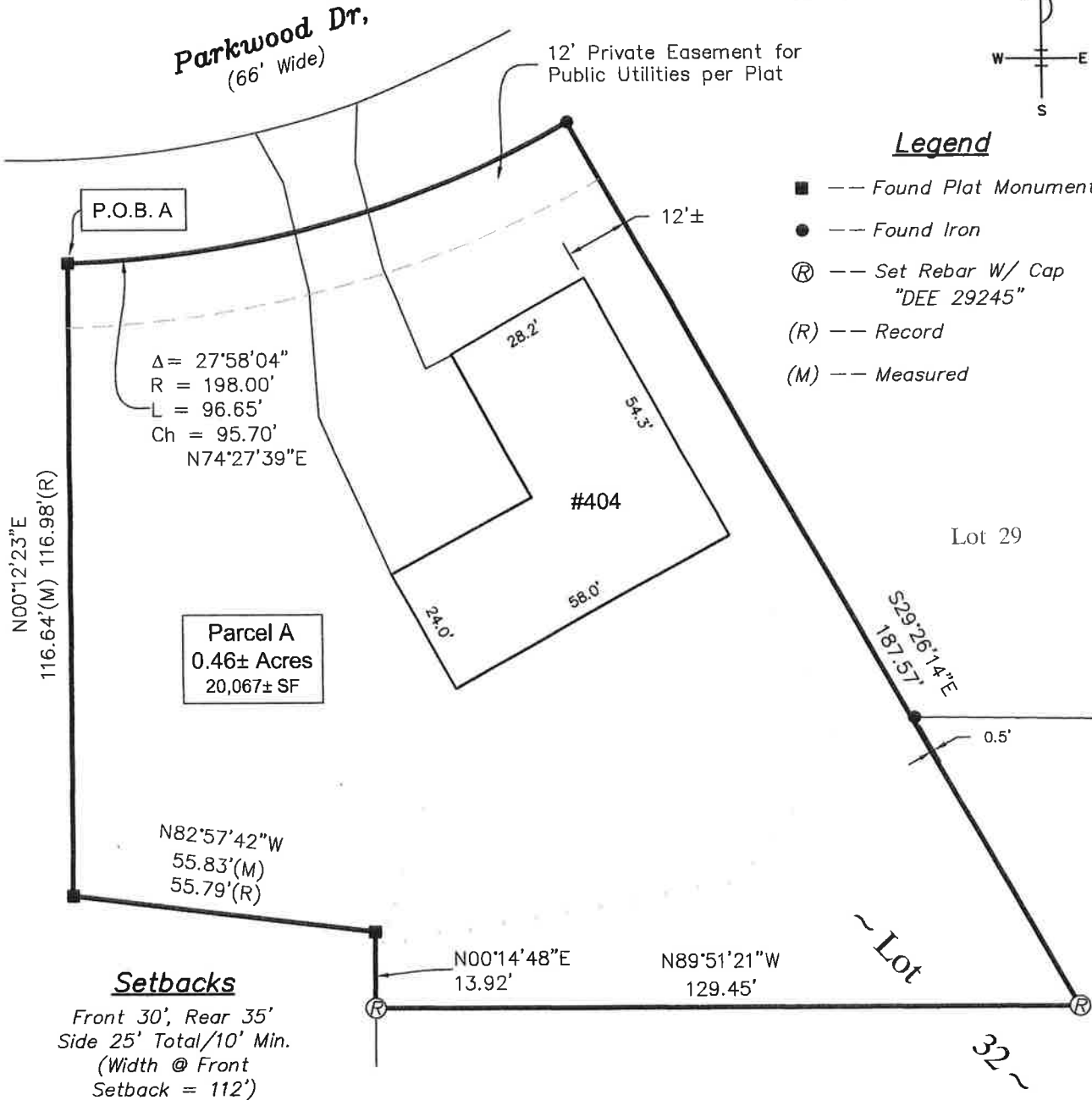


**Parkwood Dr.**  
(66' Wide)

12' Private Easement for  
Public Utilities per Plat

Legend

- --- Found Plat Monument
- --- Found Iron
- Ⓡ --- Set Rebar W/ Cap  
"DEE 29245"
- (R) --- Record
- (M) --- Measured



Basis of Bearings

State Plane Coordinate System  
Michigan South Zone 2113  
NAD83 2011 Geoid 18US



JOB # : 2024.5287

**Sheridan Surveying Co.**

DRAWN : RST

910 Fifth Street Michigan Center, MI 49254  
517-764-0440 sheridansurveying.com

DATE : 8-21-24

SCALE : 1" = 30'

PAGE : 1 OF 2

I HEREBY CERTIFY TO THE PARTY NAMED HEREON, THAT I HAVE SURVEYED THE LINE(S) OR PARCEL OF LAND AS ABOVE SHOWN OR DESCRIBED ON 8-20-24 AND THAT THE RELATIVE POSITIONAL PRECISION IS WITHIN LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING.

*David E. Erickson*  
PROFESSIONAL SURVEYOR #29245

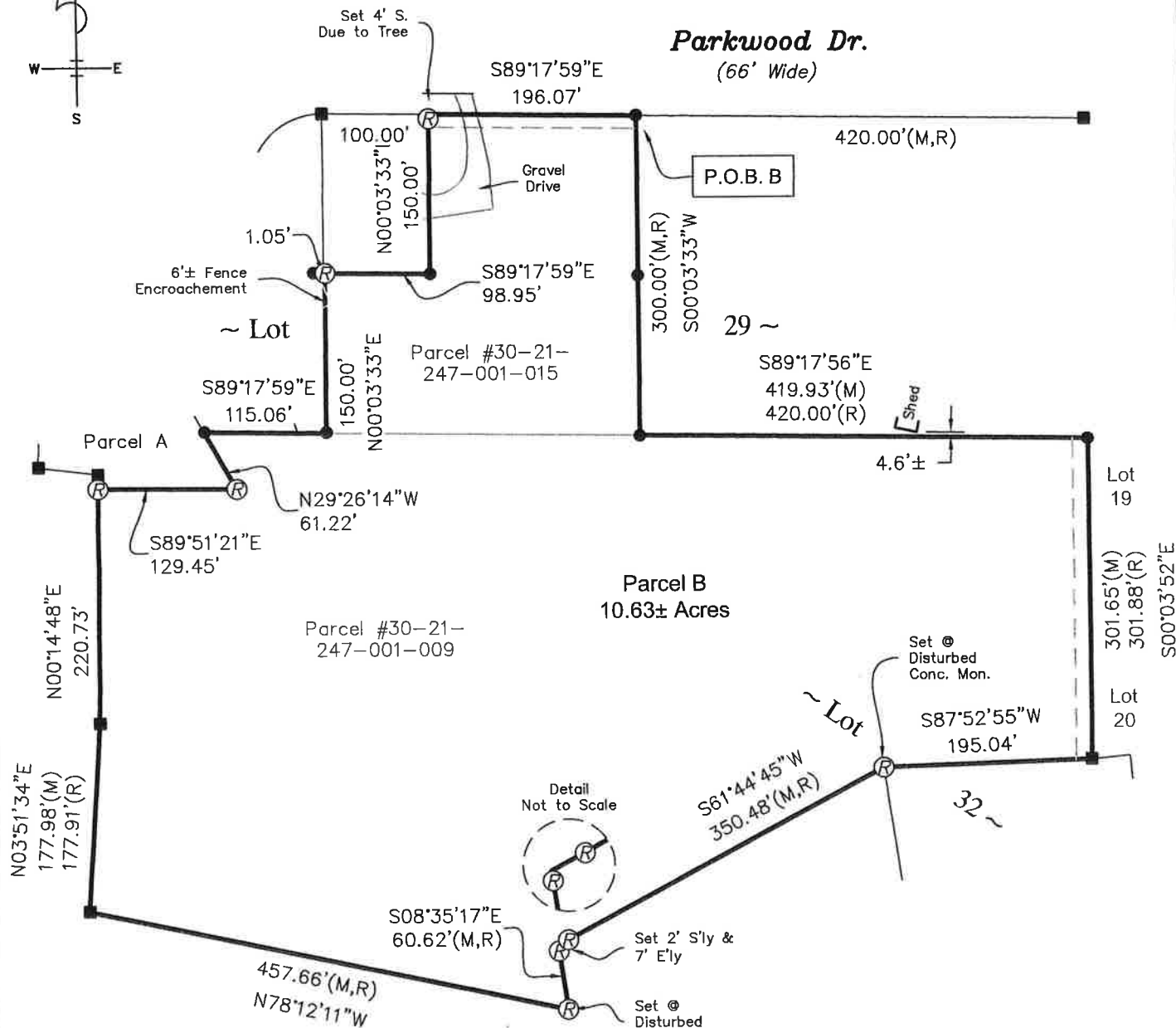
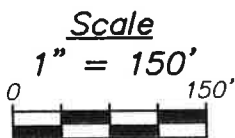
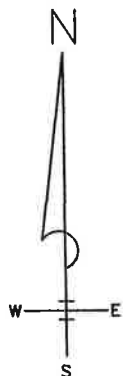


# Lot Survey

~ Parcel B ~

## Basis of Bearings

State Plane Coordinate System  
Michigan South Zone 2113  
NAD83 2011 Geoid 18US



### Parcel B - Description as Surveyed:

A parcel of land in the Southeast 1/4 of Section 33, Town 5 South, Range 3 West, Village of Jonesville, Hillsdale County, Michigan, being a part of Lots 29 & 32 of Briar Hills No. 2 Subdivision (Liber 10 of Plats, Pages 74 and 75), and more particularly described as:

**Beginning** at the Northeast Corner of said Lot 29, thence; thence S00°03'33"W 300.00 feet to the Southeast Corner of said Lot 29; thence S89°17'56"E 419.93 feet (recorded as 420.00 feet) to the Northeast Corner of said Lot 32; thence S00°03'52"E 301.65 feet (recorded as 301.88 feet) to the Southwest Corner of Lot 20 (Briar Hills Liber 7 of Plats, Page 24); thence S87°52'55"W 195.04 feet; thence S61°44'45"W 350.48 feet; thence S08°35'17"E 60.62 feet; thence N78°12'11"W 457.66 feet to the Southwest Corner of said Lot 32; thence N03°51'34"E 177.98 feet (recorded as 177.91 feet); thence N00°14'48"E 220.73 feet; thence S89°51'21"E 129.45 feet; thence N29°26'14"W 61.22 feet to the Southwest Corner of said Lot 29; thence S89°17'59"E 115.06 feet to the West Line of the East 295 feet of said Lot 29; thence N00°03'33"E along said West Line, 150.00 feet; thence S89°17'59"E 98.95 feet; thence N00°03'33"E 150.00 feet to the South Line of Parkwood Drive; thence S89°17'59"E along said drive, 196.07 feet to the Point of Beginning. Containing 10.63 acres, more or less.

Subject to all easements and restrictions, if any.

### Legend

- --- Found Plat Monument
- --- Found Iron
- Ⓡ --- Set Rebar W/ Cap "DEE 29245"
- (R) --- Record
- (M) --- Measured



JOB #: 2024.5287

DRAWN: RST

DATE: 8-21-24

SCALE: 1" = 150'

PAGE: 2 OF 2



SHERIDAN SURVEYING CO.

910 Fifth Street Michigan Center, MI 49254  
517-764-0440 sheridansurveying.com

*David E. Erickson*  
PROFESSIONAL SURVEYOR #29245

I HEREBY CERTIFY TO THE PARTY NAMED HEREON, THAT I HAVE SURVEYED THE LINE(S) OR PARCEL OF LAND AS ABOVE SHOWN OR DESCRIBED ON 8-20-24 AND THAT THE RELATIVE POSITIONAL PRECISION IS WITHIN LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING.

Sec. 28-55. - Lots.

- (i) *Lot division.* The division of a lot in a recorded plat is prohibited, unless approved following application to the city council. The application shall be filed with the city manager and shall state the reasons for the proposed division. No lot in a recorded plat shall be divided into more than four parts and the resulting lots shall be not less in area than permitted by the zoning ordinance. No building permit shall be issued, or any building construction commenced, until the division has been approved by the city planning commission and the suitability of the land for building sites has been approved by the city planning commission. The division of a lot resulting in a smaller area than prescribed herein may be permitted, but only for the purpose of adding to the existing building site or sites. The application shall so state and shall be in affidavit form.

(Code 1990, § 20-55; Ord. No. 181, § 4.6, 5-1-1996)

## **DONATION AGREEMENT**

This Donation Agreement (the "Agreement") for certain real property located at **404 Parkwood Dr Jonesville, MI 49250** ("Property"), is effective upon the Effective Date (defined below), between Owner, whose address is 404 Parkwood Dr Jonesville, MI 49250 ("Donor") and **City of Jonesville, MI** whose address is **265 Chicago St. Jonesville, MI 49250** ("Donee"). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. Donor and Donee may each be referred to as a "Party" and collectively as the "Parties".

### **RECITALS**

In consideration of the mutual covenants of the Parties contained in this Agreement, Donor does grant to Donee title to the Property and Donee accepts from the Donor title to the Property under the following terms and conditions:

- A. Donor is offering the City of Jonesville  $\frac{3}{4}$  acre of property as described below to be utilized as a Community Dog Park. Parties agree that the City of Jonesville will absorb all costs of surveying and the development of said park.
- B. Donor request a plaque with Donor's information to be visible.
- C. Donor acquired the Property identified on Exhibit A by a deed in lieu of foreclosure;
- D. Donor did not originally construct any of the improvements forming part of the Property;
- E. Donor has not occupied the Property for its own use;
- F. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis; and
- G. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

### **AGREEMENT**

#### 1. **DONATION.**

- 1.1 **Effective Date.** The date this Agreement is signed by both Parties shall be (September 18, 2024) of the Agreement.

- 1.2 **Purchase Price.** The purchase price for the Property shall be ONE and 00/100 Dollars (\$1.00) (the "Purchase Price"). However, the amount payable by the Donee to Donor for the purposes of this transaction as the consideration to be paid shall be ZERO and 00/100 Dollars (\$0.00) (the "Total Adjusted Sales Price"). The term Total Adjusted Sales Price has been determined by the Donor and Donee taking certain agreed upon sums and applying such sums to the following formula: (a) the Purchase Price less (b) Donor adjustments of -\$1.00.
- 1.3 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.
- 1.4 **Deed.** Title shall be transferred on the Closing Date via a Deed (which Deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" herein shall be construed to refer to such form of Deed. Donor shall be responsible for recording the Deed following the Closing Date. The Deed to be delivered on the Closing Date shall be a Deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the Property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied.
- 1.5 **Taxes and Utilities.** The Parties agree that the Donor will only be responsible for the following expenses due as of the Closing Date: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees, and rents, if any. The Property taxes will be prorated based on an estimate of actual taxes from the previous year on the Property. All prorations will be based upon a 30-day month and all such prorations shall be final. Donor will not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property.
- 1.6 **Risk of Loss.** In the event of fire, destruction, or other casualty loss to the Property after the Effective Date, and prior to the Closing Date, (a) Donor may, at its sole discretion, repair or restore the Property, or (b) either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, in its sole discretion, limit the amount to be expended. If Donor elects not to repair or

restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.

- 1.7 **Eminent Domain.** In the event that the Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and neither Party shall have any further rights or liabilities hereunder.

2. **ACKNOWLEDGMENTS AND RELEASE.**

- 2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:

- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on the Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.

- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.
- (i) Planning and Zoning. Present, past or future conformity of the Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop the Property.
- (k) Title. The condition of title to the Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to the Property or to the development or operation of the Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability, investment return and compliance of the Property, its operation or use with any laws, rules, ordinances, regulations or codes of any government or other body.

## 2.2 RELEASE.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE**

**APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

- (b) **MEANING.** FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.
- (c) **EFFECTIVENESS.** THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS AGREEMENT.

**3. GENERAL PROVISIONS.**

- 3.1 **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- 3.2 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 3.3 **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- 3.4 **Termination.** Prior to the Closing Date, this Agreement may be terminated by Donor at any time for any or no reason by written notice to Donee.
- 3.5 **Governing Law.** The parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 3.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.

- 3.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.
- 3.8 **Captions.** The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.
- 3.9 **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 3.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.
- 3.11 **Notices.** Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be personally delivered, or sent by certified or registered United States mail, postage prepaid, return receipt requested, or by overnight delivery by a reputable courier to the address of the party set forth in this Section, or sent by fax to the Fax number of the party set forth in this Section, or sent by e-mail to the party set for in this Section. Such notice or communication shall be deemed given if sent by personal delivery or by overnight courier, when delivered in person, if sent by fax, when evidence of successful transmission by telecopier has been received by sender or, in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **City of Jonesville**

Address:  
265 Chicago St.  
Jonesville, MI 49250

If to the Donor: Owner  
404 Parkwood Dr  
Jonesville MI 49250



**Joint and Several.** If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

***DONEE:***

**City of Jonesville, MI**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

***DONOR:***

**OWNER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**EXHIBIT "A"**

**PROPERTY ADDRESS:**

404 Parkwood Dr  
Jonesville, MI 49250

**LEGAL DESCRIPTION:**

Part of Parcel B  
See Exhibit "B"

Parcel B – Description as Surveyed:

A parcel of land in the Southeast ¼ of Section 33, Town 5 South, Range 3 West, Village of Jonesville, Hillsdale County, MI, being a part of Lots 29 & 32 of Briar Hills No. 2 Subdivision (Liber 10 of Plats, Pages 74 and 75) and more particularly described as:

Beginning at the Northeast Corner of said Lot 29, thence; thence S00°03'33"W 300.00 feet to the Southeast Corner of said Lot 29; thence S89°17'56" E 419.93 feet (recorded as 420.00 feet) to the Northeast Corner of said Lot 32; thence S00°03'52"E 301.65 feet (recorded as 301.88 feet) to the Southwest Corner Lot 20 (Briar Hills Liber 7 of Plats, page 24); hence S87°52'55"W 195.04 feet; hence S61°44'45"W 350.48 feet; hence S08°35'17"E 60.62 feet; hence N78°12'11"W 457.66 feet to the Southwest Corner of said Lot 32; hence N03°51'34"E 177.98 feet (recorded as 177.91 feet); hence N00°14'48"E 220.73 feet; hence S89°51'21"E 129.45 feet; hence N29°26'14"W 61.22 feet to the Southwest Corner of said Lot 29; hence S89°17'59"E 115.06 feet to the West Line of East 95 feet of said Lot 29; hence N00°03'33"E along said West Line, 150.00 feet; hence S89°17'59"E 98.95 feet; hence N00°03'33"E 150.00 feet to the South Line of Parkwood Drive; hence S89°17'59"E along said drive, 196.07 feet to the Point of beginning. Containing 10.63 acres, more or less. Subject to all easements and restrictions, if any.

**TAX PARCEL NO:**

# 30-21-247-001-009

Exhibit A

**EXHIBIT "B"**  
Closing Representative Addendum

**DONEE: City of Jonesville, MI**  
**DATE: 9/18/2024**

Donee may use counsel or closing agent of choice as representation at the closing subject to Donor's approval of such counsel or closing agent.

**Please select ONE of the following options for closing:**

Donee selects Donor's Preferred Title Company to act as the closing agent and the Title Company.

**OR**

Donee proposes the following Representative. If the Donee chooses not to use the Donor's Preferred Title Company to act as the closing agent and the Title Company, then the following section will need to be completed. Please note this box **MUST** be selected to qualify for Donor to pay Closing Costs in the amount of the lesser of (a) \$2,500.00 or (b) the actual amount of Closing Costs.

Please provide contact information for Donee's chosen Title Company:

Company:

Company Mailing Address:

Contact Name:

Phone:

Email:

Should Donee's counsel or closing agent information change prior to closing, Donee shall promptly notify Donor of such change in writing, which representation shall be subject to Donor's approval.

Dated: \_\_\_\_\_

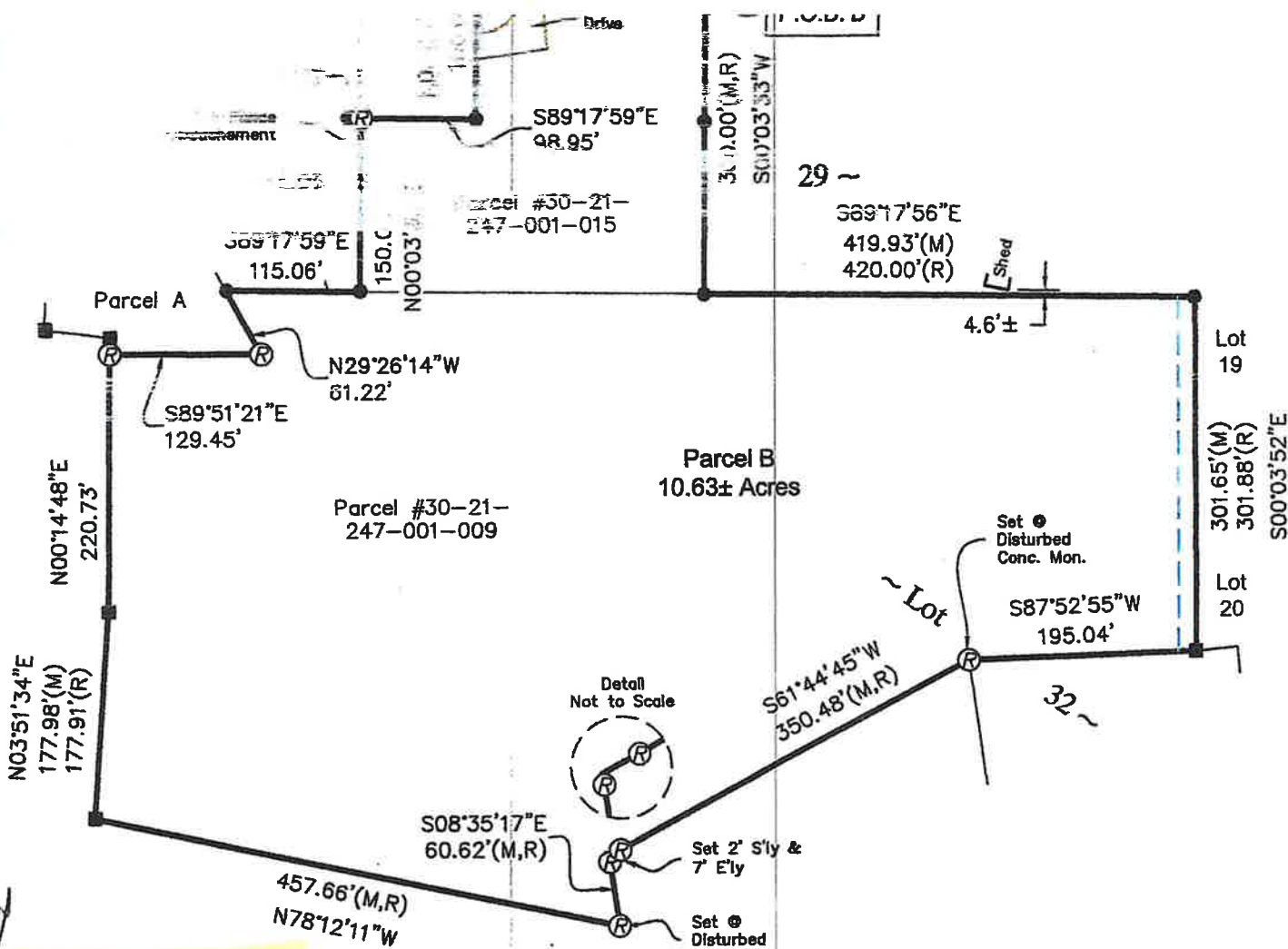
\_\_\_\_\_  
Donee Name (printed)

\_\_\_\_\_  
Donee (signature)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Donor Name (printed)

\_\_\_\_\_  
Donor (signature)



**Parcel B - Description as Surveyed:**

A parcel of land in the Southeast 1/4 of Section 33, Town 5 South, Range 3 West, Village of Jonesville, Hillsdale County, Michigan, being a part of Lots 29 & 32 of Briar Hills No. 2 Subdivision (Liber 10 of Plats, Pages 74 and 75), and more particularly described as:

Beginning at the Northeast Corner of said Lot 29, thence; thence S00°03'33"W 300.00 feet to the Southeast Corner of said Lot 29; thence S89°17'56"E 419.93 feet (recorded as 420.00 feet) to the Northeast Corner of said Lot 32; thence S00°03'52"E 301.65 feet (recorded as 301.88 feet) to the Southwest Corner of Lot 20 (Briar Hills Liber 7 of Plats, Page 24); thence S87°52'55"W 195.04 feet; thence S61°44'45"W 350.48 feet; thence S08°35'17"E 60.62 feet; thence N78°12'11"W 457.66 feet to the Southwest Corner of said Lot 32; thence N03°51'34"E 177.98 feet (recorded as 177.91 feet); thence N00°14'48"E 220.73 feet; thence S89°51'21"E 129.45 feet; thence N29°26'14"W 61.22 feet to the Southwest Corner of said Lot 29; thence S89°17'59"E 115.06 feet to the West Line of the East 295 feet of said Lot 29; thence N00°03'33"E along said West Line, 150.00 feet; thence S89°17'59"E 98.95 feet; thence N00°03'33"E 150.00 feet to the South Line of Parkwood Drive; thence S89°17'59"E along said drive, 196.07 feet to the Point of Beginning. Containing 10.63 acres, more or less.

Subject to all easements and restrictions, if any.

**Legend**

- --- Found Plat Monument
- --- Found Iron
- Ⓡ --- Set Rebar W/ Cap "DEE 29245"
- (R) --- Record
- (M) --- Measured



JOB #: 2024.5287  
 DRAWN: RST  
 DATE: 8-21-24  
 SCALE: 1" = 150'  
 PAGE: 2 OF 2

**SSW SHERIDAN SURVEYING**  
 910 Fifth Street Michigan Center, MI 48850  
 517-764-0440 sheridansurveying.com

*David E. Erickson*  
 PROFESSIONAL SURVEYOR

I HEREBY CERTIFY TO THE PARTY NAMED HEREON, THAT I HAVE SURVEYED THE LINE(S) OF LAND AS ABOVE SHOWN OR DESCRIBED ON 8-20-24 AND THAT THE RELATIVE PRECISION IS WITHIN LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING.

*Exhibit B*

Change Order No. 1

PROJECT: City of Jonesville  
West Street and Adrian Street Improvements      DATE: 9/11/2024

OWNER: City of Jonesville

CONTRACTOR: C & D Hughes, Inc.  
3097 Lansing Road  
Charlotte, MI 48813      ENGINEER: Wolverine Engineers  
& Surveyors, Inc.  
312 North Street  
Mason, MI 48854

CONTRACT: West Street and Adrian Street Improvements      PROJECT NO. 20-0036

Description of Changes - Category 006 Lead/Galvanized Water Service Replacement into houses

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Water Serv, Private	22	Ea	\$ 6,000.00	\$ 132,000.00
<b>Total Increase Change Order No. 1</b>					<b>\$ 132,000.00</b>

CHANGES IN CONTRACT PRICE:

Original Contract Price: \$ 1,278,943.80

Previous Change Orders: \$ -

Contract Price prior to this Change Order: \$ 1,278,943.80

Net Decrease of this Change Order: \$ 132,000.00

Contract Price with all approved Change Orders: \$ 1,410,943.80

CHANGES IN CONTRACT TIME:

Original Contract Time (Days): 141


Net Change from Previous Change Orders (Days): 0

Contract Time Prior to this Change Order (days): 141

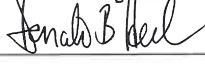
Net Increase/Decrease of this Change Order (Days): 0

Contract Time with all approved Change Orders (Days): 141

**C & D Hughes, Inc.**  
Contractor

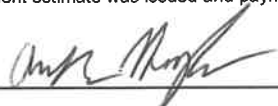
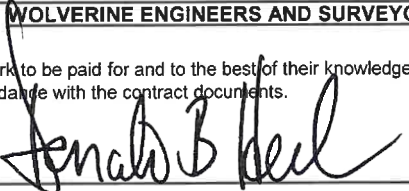
By:   
Date: 9/11/24

**Wolverine Engineers and Surveyors, Inc.**  
Engineer

By:   
Date: 9/12/2024

**City of Jonesville**  
Owner

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

<b>PARTIAL PAYMENT ESTIMATE</b>				<b>City of Jonesville West Street and Adrian Street Improvements</b>	
Estimate Period: 8/12/2024 to 8/31/2024				Partial Pay Estimate No. 1	
OWNER: City of Jonesville 265 E. Chicago Street Jonesville, MI 49250				CONTRACTOR: C & D Hughes, Inc. 3097 Lansing Road Charlotte, MI 48813	
<b>CONTRACT CHANGE ORDER SUMMARY</b>				<b>ESTIMATE</b>	
No.	Date	Addition	Deduction		
				1. Original Contract	\$ 1,278,943.80
				2. Change Orders	\$ -
				3. Revised Contract (1+2)	\$ 1,278,943.80
				4. Work Completed	\$ 138,697.00
				5. Stored Materials	
				6. Subtotal (4+5)	\$ 138,697.00
				7. Previous Retainage	
				8. Retainage This Period	\$ 13,869.70
				9. Total Retainage	\$ 13,869.70
Totals		\$ -	\$ -	10. Previous Payments	\$ -
Net Change			\$ -	11. Amount Due (6-9-10)	\$ 124,827.30
<b>CONTRACT TIME</b>					
Original (Days):		141	On Schedule: <input checked="" type="radio"/> YES <input type="radio"/> NO		
Revised:		0	Starting Date: August 12, 2024		
Remaining:		122	Completion Date: December 31, 2024		
<b><u>C &amp; D HUGHES, INC.</u></b> Contractor					
The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimate was issued and payments received from the owner, and that current payment shown herein is now due.					
By: 					
Date: 9/12/24					
<b><u>WOLVERINE ENGINEERS AND SURVEYORS, INC.</u></b>					
The undersigned has observed the work to be paid for and to the best of their knowledge and belief, the quantities shown in this estimate represent the work performed in accordance with the contract documents.					
By: 					
Date: September 12, 2024					
<b><u>CITY OF JONESVILLE</u></b> Owner					
By: _____					
Date: _____					

ITEM	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	COMPLETED PREVIOUS TO DATE		COMPLETED THIS PERIOD		COMPLETED TO DATE		% COMPLETED
						QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	
<b>Category 001 West Street</b>												
1	1	LSUM	Audio-Visual Recording	\$3,000.00	\$3,000.00		\$ -	0.5	\$1,500.00	0.5	\$1,500.00	50%
2	12	Ea	Tree, Rem, 19 inch to 36 inch	\$1,500.00	\$18,000.00		\$ -		\$0.00	0	\$0.00	0%
3	2	Ea	Tree, Rem, 37 inch or Larger	\$3,000.00	\$6,000.00		\$ -		\$0.00	0	\$0.00	0%
4	6	Ea	Tree, Rem, 6 inch to 18 inch	\$450.00	\$2,700.00		\$ -		\$0.00	0	\$0.00	0%
5	240	Ft	Curb and Gutter, Rem	\$20.00	\$4,800.00		\$ -		\$0.00	0	\$0.00	0%
6	185	Syd	Pavt. Rem Driveways	\$30.00	\$5,550.00		\$ -		\$0.00	0	\$0.00	0%
7	450	Syd	Sidewalk, Rem	\$15.00	\$6,750.00		\$ -	19.78	\$296.70	19.78	\$296.70	4%
8	8	Ea	Exploratory Investigation, service leads	\$500.00	\$4,000.00		\$ -	8	\$4,000.00	8	\$4,000.00	100%
9	650	Cyd	Embankment, CIP	\$35.00	\$22,750.00		\$ -		\$0.00	0	\$0.00	0%
10	23	Sta	Machine Grading	\$3,000.00	\$69,000.00		\$ -		\$0.00	0	\$0.00	0%
11	100	Cyd	Subgrade Undercutting, Type II	\$50.00	\$5,000.00		\$ -		\$0.00	0	\$0.00	0%
12	17	Ea	Erosion Control, Filter Bag	\$100.00	\$1,700.00		\$ -		\$0.00	0	\$0.00	0%
13	1	LSUM	Project Cleanup	\$1,500.00	\$1,500.00		\$ -		\$0.00	0	\$0.00	0%
14	4677	Syd	HMA Base Crushing and Shaping	\$3.00	\$14,031.00		\$ -		\$0.00	0	\$0.00	0%
15	50	Cyd	Maintenance Gravel, LM	\$1.00	\$50.00		\$ -		\$0.00	0	\$0.00	0%
16	590	Ft	Sewer, CI IV, 12 inch, Tr Det B	\$90.00	\$53,100.00		\$ -		\$0.00	0	\$0.00	0%
17	857	Ft	Sewer, CI IV, 15 inch, Tr Det B	\$95.00	\$81,415.00		\$ -		\$0.00	0	\$0.00	0%
18	1315	Ft	Video Taping Sewer and Culv Pipe New Storm	\$1.50	\$1,972.50		\$ -		\$0.00	0	\$0.00	0%
19	14	Ea	Dr Structure Cover, Adj, Case 1	\$700.00	\$9,800.00		\$ -		\$0.00	0	\$0.00	0%
20	8	Ea	Dr Structure Cover, Adj, Case 1 Existing	\$700.00	\$5,600.00		\$ -		\$0.00	0	\$0.00	0%
21	1	Ea	Dr Structure Cover, Adj, Case 2	\$700.00	\$700.00		\$ -		\$0.00	0	\$0.00	0%
22	2	Ea	Dr Structure Cover, Type B	\$800.00	\$1,600.00		\$ -		\$0.00	0	\$0.00	0%
23	13	Ea	Dr Structure Cover, Type K	\$900.00	\$11,700.00		\$ -		\$0.00	0	\$0.00	0%
24	5	Ea	Dr Structure Cover, Type Q Furnish New and Adjust Manhole Casting	\$700.00	\$3,500.00		\$ -		\$0.00	0	\$0.00	0%
25	15	Ea	Dr Structure, 48 inch dia	\$2,500.00	\$37,500.00		\$ -		\$0.00	0	\$0.00	0%
26	1	Ea	Dr Structure, Tap, 12 inch	\$500.00	\$500.00		\$ -		\$0.00	0	\$0.00	0%
27	2	Ea	Dr Structure, Tap, 15 inch	\$500.00	\$1,000.00		\$ -		\$0.00	0	\$0.00	0%

ITEM	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	COMPLETED PREVIOUS TO DATE		COMPLETED THIS PERIOD		COMPLETED TO DATE		% COMPLETED
						QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	
28	1500	Ft	Sanitary Sewer Cleaning and Televising, 6-18 inch	\$2.00	\$3,000.00		\$ -		\$0.00	0	\$0.00	0%
29	3	Ea	Rebuild Cone (3 ft Max.)	\$500.00	\$1,500.00		\$ -		\$0.00	0	\$0.00	0%
30	3400	Ft	Underdrain, Subbase, 4 inch	\$8.00	\$27,200.00		\$ -		\$0.00	0	\$0.00	0%
31	643	Ton	HMA, 13A (Leveling Course)	\$95.00	\$61,085.00		\$ -		\$0.00	0	\$0.00	0%
32	386	Ton	HMA, 13A (Wearing Course)	\$96.00	\$37,056.00		\$ -		\$0.00	0	\$0.00	0%
33	845	Syd	Conc Pavt, Nonreinf, 6 inch (Drive Approaches)	\$47.70	\$40,306.50		\$ -		\$0.00	0	\$0.00	0%
34	403	Ft	Saw Cut, Intermediate	\$2.00	\$806.00		\$ -		\$0.00	0	\$0.00	0%
35	845	Syd	Driveway, Nonreinf Conc, 6 inch	\$47.70	\$40,306.50		\$ -		\$0.00	0	\$0.00	0%
36	95	Ft	Curb and Gutter, Conc, Det B2	\$32.00	\$3,040.00		\$ -		\$0.00	0	\$0.00	0%
37	3400	Ft	Curb and Gutter, Conc, Det F4	\$21.00	\$71,400.00		\$ -		\$0.00	0	\$0.00	0%
38	40	Ft	Detectable Warning Surface	\$80.00	\$3,200.00		\$ -		\$0.00	0	\$0.00	0%
39	2850	Sft	Sidewalk, Conc, 4 inch	\$4.20	\$11,970.00		\$ -		\$0.00	0	\$0.00	0%
40	1200	Sft	Sidewalk, Conc, 6 inch (Across Drive Approach)	\$5.30	\$6,360.00		\$ -		\$0.00	0	\$0.00	0%
41	650	Sft	Curb Ramp, Conc, 6 inch	\$8.00	\$5,200.00		\$ -		\$0.00	0	\$0.00	0%
42	175	Ft	Pavt Mrkg, Ovly Cold Plastic, 6 inch, White (Crosswalks)	\$4.50	\$787.50		\$ -		\$0.00	0	\$0.00	0%
43	80	Ft	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Cross Hatching, White	\$8.50	\$680.00		\$ -		\$0.00	0	\$0.00	0%
44	42	Ft	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	\$16.50	\$693.00		\$ -		\$0.00	0	\$0.00	0%
45	10	Ea	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	\$120.00	\$1,200.00		\$ -		\$0.00	0	\$0.00	0%
46	10	Ea	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	\$6.00	\$60.00		\$ -		\$0.00	0	\$0.00	0%
47	1	LSUM	Minor Traf Devices	\$8,000.00	\$8,000.00		\$ -	1	\$8,000.00	1	\$8,000.00	100%
48	50	Ea	Plastic Drum, Fluorescent, Furn	\$30.00	\$1,500.00		\$ -		\$0.00	0	\$0.00	0%
49	50	Ea	Plastic Drum, Fluorescent, Oper	\$1.50	\$75.00		\$ -		\$0.00	0	\$0.00	0%
50	1	LSUM	Traf Regulator Control	\$2,000.00	\$2,000.00		\$ -		\$0.00	0	\$0.00	0%
51	15	Ea	Shrub Removal and Replacement	\$250.00	\$3,750.00		\$ -		\$0.00	0	\$0.00	0%
52	6700	Syd	Slope Restoration, Non-Freeway, Type A	\$4.50	\$30,150.00		\$ -		\$0.00	0	\$0.00	0%
53	3	Ea	Fire Hydrant	\$10,000.00	\$30,000.00		\$ -		\$0.00	0	\$0.00	0%
54	3	Ea	Gate Valve and Box, 6 inch	\$4,000.00	\$12,000.00		\$ -		\$0.00	0	\$0.00	0%
55	2	Ea	Gate Valve and Box, 8 inch	\$5,000.00	\$10,000.00		\$ -		\$0.00	0	\$0.00	0%
56	3	Ea	Hydrant, Rem & Salvage	\$700.00	\$2,100.00		\$ -		\$0.00	0	\$0.00	0%
57	66	Ft	Water Main, DI, 6 inch, Tr Det G	\$150.00	\$9,900.00		\$ -	12	\$1,800.00	12	\$1,800.00	18%
58	65	Ft	Water Main, DI, 12 inch, Tr Det G (Lowering for proposed pipes)	\$300.00	\$19,500.00		\$ -		\$0.00	0	\$0.00	0%
59	22	Ea	Water Serv, Long	\$3,200.00	\$70,400.00		\$ -	11	\$35,200.00	11	\$35,200.00	50%
60	6	Ea	Gate Box, Adj, Case 1	\$500.00	\$3,000.00		\$ -		\$0.00	0	\$0.00	0%
61	1	Ea	Connect to Existing (8 to 12)	\$6,000.00	\$6,000.00		\$ -		\$0.00	0	\$0.00	0%
<b>Category 001 West Street - Total Amount of Bid</b>						<b>\$897,444.00</b>			<b>\$50,796.70</b>		<b>\$50,796.70</b>	<b>6%</b>



ITEM	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	COMPLETED PREVIOUS TO DATE		COMPLETED THIS PERIOD		COMPLETED TO DATE		% COMPLETED
						QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	
<b>Category 002 Liberty Street</b>												
62	1	LSUM	Audio-Visual Recording	\$500.00	\$500.00	\$ -		0.5	\$250.00	0.5	\$250.00	50%
63	365	Syd	Pavt, Rem	\$30.00	\$10,950.00	\$ -			\$0.00	0	\$0.00	0%
64	20	Syd	Sidewalk, Rem	\$20.00	\$400.00	\$ -			\$0.00	0	\$0.00	0%
65	1	LSUM	Project Cleanup	\$2,000.00	\$2,000.00	\$ -			\$0.00	0	\$0.00	0%
66	740	Syd	Cold Milling HMA Surface	\$2.50	\$1,850.00	\$ -			\$0.00	0	\$0.00	0%
67	50	Ton	HMA, 13A (Levelling Course)	\$95.00	\$4,750.00	\$ -			\$0.00	0	\$0.00	0%
68	81	Ton	HMA, 13A (Mill and Fill)	\$96.00	\$7,776.00	\$ -			\$0.00	0	\$0.00	0%
69	30	Ton	HMA, 13A (Wearing Course)	\$96.00	\$2,880.00	\$ -			\$0.00	0	\$0.00	0%
70	486	Ft	Saw Cut, Intermediate	\$2.00	\$972.00	\$ -			\$0.00	0	\$0.00	0%
71	96	Syd	Driveway, Nonreinf Conc, 6 inch	\$47.70	\$4,579.20	\$ -			\$0.00	0	\$0.00	0%
72	1	LSUM	Minor Traf Devices	\$4,000.00	\$4,000.00	\$ -		1	\$4,000.00	1	\$4,000.00	100%
73	1	LSUM	Traf Regulator Control	\$1,000.00	\$1,000.00	\$ -			\$0.00	0	\$0.00	0%
74	1	Ea	Fire Hydrant	\$6,000.00	\$6,000.00	\$ -			\$0.00	0	\$0.00	0%
75	1	Ea	Gate Valve and Box, 6 inch	\$2,500.00	\$2,500.00	\$ -			\$0.00	0	\$0.00	0%
76	1	Ea	Gate Valve and Box, 8 inch	\$3,000.00	\$3,000.00	\$ -			\$0.00	0	\$0.00	0%
77	514	Ft	Water Main, DI, 8 inch, Tr Det G	\$120.00	\$61,680.00	\$ -			\$0.00	0	\$0.00	0%
78	4	Ea	Water Serv, Long	\$3,200.00	\$12,800.00	\$ -			\$0.00	0	\$0.00	0%
79	2	Ea	Connect to Existing (8 to 12)	\$6,000.00	\$12,000.00	\$ -			\$0.00	0	\$0.00	0%
<b>Category 002 Liberty Street - Total Amount of Bid</b>						\$139,637.20	\$ -		\$4,250.00		\$4,250.00	3%
<b>Category 003 Franklin Street</b>												
80	1	LSUM	Audio-Visual Recording	\$500.00	\$500.00	\$ -			\$0.00	0	\$0.00	0%
81	114	Syd	Pavt, Rem	\$30.00	\$3,420.00	\$ -		29.53	\$885.90	29.53	\$885.90	26%
82	18	Syd	Sidewalk, Rem	\$20.00	\$360.00	\$ -		34.22	\$684.40	34.22	\$684.40	190%
83	1	LSUM	Project Cleanup	\$2,000.00	\$2,000.00	\$ -			\$0.00	0	\$0.00	0%
84	1090	Syd	Cold Milling HMA Surface	\$4.00	\$4,360.00	\$ -			\$0.00	0	\$0.00	0%
85	135	Ton	HMA, 13A (Mill and Fill)	\$96.00	\$12,960.00	\$ -			\$0.00	0	\$0.00	0%
86	50	Syd	Driveway, Nonreinf Conc, 6 inch	\$47.70	\$2,385.00	\$ -			\$0.00	0	\$0.00	0%
87	1	LSUM	Minor Traf Devices	\$4,000.00	\$4,000.00	\$ -		1	\$4,000.00	1	\$4,000.00	100%
88	1	LSUM	Traf Regulator Control	\$1,000.00	\$1,000.00	\$ -			\$0.00	0	\$0.00	0%
89	1	Ea	Fire Hydrant	\$6,000.00	\$6,000.00	\$ -		2	\$12,000.00	2	\$12,000.00	200%
90	1	Ea	Gate Valve and Box, 6 inch	\$2,500.00	\$2,500.00	\$ -		2	\$5,000.00	2	\$5,000.00	200%
91	1	Ea	Gate Valve and Box, 8 inch	\$3,000.00	\$3,000.00	\$ -		1	\$3,000.00	1	\$3,000.00	100%
92	505	Ft	Water Main, DI, 8 inch, Tr Det G	\$120.00	\$60,600.00	\$ -		484	\$58,080.00	484	\$58,080.00	96%
93	5	Ea	Water Serv, Long	\$3,200.00	\$16,000.00	\$ -			\$0.00	0	\$0.00	0%
94	2	Ea	Connect to Existing (8 to 12)	\$6,000.00	\$12,000.00	\$ -			\$0.00	0	\$0.00	0%
<b>Category 003 Franklin Street - Total Amount of Bid</b>						\$131,085.00	\$ -		\$83,650.30		\$83,650.30	64%

ITEM	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	COMPLETED PREVIOUS TO DATE		COMPLETED THIS PERIOD		COMPLETED TO DATE		% COMPLETED
						QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	
<b>Category 004 Adrian Street</b>												
95	1200	Syd	HMA Base Crushing and Shaping, Modified	\$3.00	\$3,600.00	\$	-	\$0.00	0	\$0.00	0%	
96	964	Ft	Underdrain, Subbase, 4 inch	\$10.00	\$9,640.00	\$	-	\$0.00	0	\$0.00	0%	
97	165	Ton	HMA, 13A (Leveling Course)	\$95.00	\$15,675.00	\$	-	\$0.00	0	\$0.00	0%	
98	99	Ton	HMA, 13A (Wearing Course)	\$96.00	\$9,504.00	\$	-	\$0.00	0	\$0.00	0%	
99	118	Syd	Driveway, Nonreinf Conc, 6 inch	\$47.70	\$5,628.60	\$	-	\$0.00	0	\$0.00	0%	
100	964	Ft	Curb and Gutter, Conc, Det F4	\$21.00	\$20,244.00	\$	-	\$0.00	0	\$0.00	0%	
101	4150	Sft	Sidewalk, Conc, 4 inch	\$4.20	\$17,430.00	\$	-	\$0.00	0	\$0.00	0%	
<b>Category 004 Adrian Street - Total Amount of Bid</b>					<b>\$81,721.60</b>	<b>\$</b>	<b>-</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0%</b>	
<b>Category 005 West Street to M-12</b>												
102	1864	Syd	Cold Milling HMA Surface	\$4.00	\$7,456.00	\$	-	\$0.00	0	\$0.00	0%	
103	225	Ton	HMA, 13A (Mill and Fill)	\$96.00	\$21,600.00	\$	-	\$0.00	0	\$0.00	0%	
<b>Category 005 West Street to M-12 - Total Amount of Bid</b>					<b>\$29,056.00</b>	<b>\$</b>	<b>-</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0%</b>	
<b>Jonesville - West, Liberty, Franklin, and Adrian Street Improvements - Cost Summary</b>												
<b>Category 001 West Street</b>					<b>\$897,444.00</b>	<b>\$0.00</b>	<b>\$50,796.70</b>	<b>\$50,796.70</b>	<b>6%</b>			
<b>Category 002 Liberty Street</b>					<b>\$139,637.20</b>	<b>\$0.00</b>	<b>\$4,250.00</b>	<b>\$4,250.00</b>	<b>3%</b>			
<b>Category 003 Franklin Street</b>					<b>\$131,085.00</b>	<b>\$0.00</b>	<b>\$83,650.30</b>	<b>\$83,650.30</b>	<b>64%</b>			
<b>Category 004 Adrian Street</b>					<b>\$81,721.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>			
<b>Category 005 West Street to M-12</b>					<b>\$29,056.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>			
<b>Total Amount of Bid-All Sections</b>					<b>\$1,278,943.80</b>	<b>\$0.00</b>	<b>\$138,697.00</b>	<b>\$138,697.00</b>	<b>11%</b>			



# PROPOSAL

DEVELOPED FOR

Jeffrey Gray

City of Jonesville

265 E. Chicago Street

Jonesville, MI 49250

September 3, 2024

## KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

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



CROSS-CONNECTION  
CONTROL / BACKFLOW  
PREVENTION

WATER SYSTEM  
SURVEYS / AUDITS

PIPE SYSTEM MAPPING  
AND LABELING

WATER SAMPLING  
AND ANALYSIS / RISK  
ASSESSMENTS

PROGRAM  
AND PROJECT  
MANAGEMENT

COMPLIANCE  
ASSISTANCE /  
DOCUMENTATION



MICHIGAN CORPORATE OFFICE  
5700 Crooks Road, Suite 100  
Troy, MI 48098  
800.690.6651 TOLL FREE  
248.250.5000 PHONE  
248.786.1788 FAX GENERAL  
info@hydrocorpinc.com EMAIL



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## SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Jonesville. This project is a continued effort for an ongoing Cross-Connection Control Program and will assist the City in its effort to gain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **88** initial inspections, compliance inspections, and re-inspections at individual residential properties located within the City of Jonesville served by the public water supply for cross-connections. Inspections will be conducted of the property's exterior only.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to four- (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
9. Assist the City with a community-wide public relations program including general awareness brochures and customized website cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

<b>Monthly Amount: \$ 504.00</b>	<b>Annual Amount: \$6,048.00</b>	<b>Contract Total: \$ 12,096.00</b>
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Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 504.00

# PROFESSIONAL SERVICE AGREEMENT

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

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

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

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

## ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

## ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW/PROGRAM START-UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

**2.2 INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual residential properties within the utility served by the public water supply for cross-connections. Inspections will be conducted of the property's exterior only. HydroCorp field staff will not enter private residences.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of the facility (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (five-year to ten-year re-inspection cycle, as agreed to by the parties).

**2.3 INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

**2.4 PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain the property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation, and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain a program to comply with all EGLE regulations.

**2.5 MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

**2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.





- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to four (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross-connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Residential
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **176** inspections over a two-year contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE, Michigan Plumbing Code, and Michigan Residential Code cross-connection control program requirements for all single and multi-family properties.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.17 CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **176** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation and errors and omissions insurance naming the Utility as an additional insured if required.



### ARTICLE III. Responsibilities of the Utility

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

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

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on DATE and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal or 4%, whichever is greater.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$504.00 per month, \$6,048.00 annually, for a two-year contract total of \$12,096.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Freedom of Information Act.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

#### ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



**5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:

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

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

**5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

**5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

**5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

**5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

**5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

**5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

**5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

**5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

**5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any



arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

**5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp  
c/o Chris Spain  
5700 Crooks Road, Ste. 100  
Troy, MI 48337  
(844) 493-7646

If to Utility:

City of Jonesville  
c/o Jeffrey Gray  
265 E Chicago Street  
Jonesville, MI 49250  
(517) 849-2104

**5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

## SIGNATURES

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

### City of Jonesville

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

Title:

### HydroCorp



\_\_\_\_\_  
By: Paul M. Patterson

Its: Senior Vice President



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# Appendix

## Specific Qualifications & Experience

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.





## POSITION DESCRIPTION

<b>Position:</b>	Deputy Clerk
<b>Supervised By:</b>	Clerk
<b>Supervises:</b>	None generally. May exercise supervision over clerical, temporary, or other staff, as assigned.
<b>FLSA Status:</b>	Non-Exempt
<b>Status:</b>	Full Time, At-Will

### **General Summary**

Under the supervision of the City Clerk, performs a wide range of administrative and clerical tasks related to voter registration, elections, and overall department operations. Attends to the front counter, assists customers, and provides support to other City functions as assigned. Acts as the City Clerk in that person's absence as assigned. Provides support for payroll, employee benefits, utility billing, and tax collection.

This position involves attendance at occasional night meetings and extended work hours during elections.

### **Essential Duties and Responsibilities**

An employee in this position may be called upon to perform any or all of the following essential functions. This list is illustrative of the nature of responsibilities for an employee in this position; it may not include all of the duties to be performed.

1. Assists the City Clerk in providing administrative support to the City Council and other boards, commissions, and committees as assigned. Prepares agendas, correspondence and packets, schedules and attends meetings, posts meetings, minutes and official notices, records minutes, maintains official files, and completes related tasks as assigned.
2. Assists in processing voter registrations and maintains voter registration files in accordance with state regulations. Registers all new voters, records changes in address, issues voter registration cards and cancels registrations.
3. Participates in all elections held in the City in accordance with Federal, State, and local laws. Prepares legal notices, issues absentee ballots, maintains election equipment, and coordinates the set up and tear down of voting equipment. Participates in the hiring, training, and supervision of election workers.
4. Attends to the counter and phones, receives and posts payments made to the City, and provides general information to citizens regarding City operations, policies, and procedures.
5. Issues municipal and other regulatory licenses and permits, including a variety of permits and other related licenses in accordance with City ordinances and other regulations.
6. Maintains filing and records systems and assists the City Clerk in maintaining the official records of the City in accordance to established legal requirements and internal record retention policies.
7. Provides administrative support for the Clerk and City Manager, as assigned. Types, files, scans, and performs data entry. Prepares standard and advanced correspondence, documents, forms, and reports. Compiles data and research, and prepares reports and forms.

8. Assists various boards and commissions by performing the duties of recording secretary or taking minutes, as directed or needed.
9. Responds to inquiries and provides general and complex information to other departments and the public. Resolves issues independently and refers more complex situations to the appropriate party.
10. May provide back-up coverage and assistance for a full range of office operations and serves as the City Clerk in that person's absence.
  - a. Assists in processing utility bills and City tax bills, including mailings, assisting with customer questions, and collection of payments.
  - b. Assists with processing regular and special payrolls for City employees, to include collection of summaries of hours worked; calculation of payroll figures such as withholding taxes, benefit premiums, retirement allocations and other withholdings; processing checks and direct deposit requests; maintaining accurate, secure, and confidential payroll records; and preparation of quarterly and annual payroll reports.
  - c. Assists with maintaining cemetery records and processing requests for interments and other services.
  - d. Assists with City communications, including posting routine notices on the City website, social media, and electronic newsletters, and distributing press releases.
11. Attends conferences, workshops, and seminars as appropriate to remain abreast of new developments and administrative techniques related to elections, record keeping, and other municipal clerk duties.
12. Performs other duties as assigned.

#### **Required Minimum Qualifications**

The successful candidate will have the following minimum education, experience, and certifications.

1. A high school diploma is required. Graduation from a college or vocational program with a degree/certification in business administration, human resources, or a related field is preferred.
2. Three (3) years of related experience in an office setting performing administrative or office management duties is desired. Experience in a municipal setting is preferred.
3. Designation as a Michigan Professional Municipal Clerk (MiPMC), or the ability to obtain within four (4) years, is required.
4. Accreditation as a Michigan Election Official, or the ability to obtain, is desired.
5. Certification as an Election Inspector, or the ability to obtain, is required.
6. Certification as a Notary Public, or the ability to obtain, is required.

#### **Necessary Knowledge, Skills, and Abilities**

The requirements listed below are representative of the knowledge, skills, and abilities necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

1. Thorough knowledge of general office operations and administrative and clerical procedures and practices.
2. Strong knowledge of City services, organizational structure, and general municipal operations to effectively direct and assist the public.
3. Knowledge of the City Charter, official City policies, and the laws and ordinances governing elections, record keeping, and access to public information.



4. Strong knowledge of the methods and techniques of record keeping, filing, records management, and reporting.
5. Skill in responding to public inquiries and internal requests with a high degree of diplomacy and professionalism.
6. Skill in maintaining and updating records and related systems, assembling and analyzing data, and generating accurate reports.
7. Skill in the use of office equipment and technology, including computers, specialized financial systems, and other related software, and the ability to master new technologies.
8. Ability to communicate effectively and present ideas and concepts orally and in writing, and make public presentations.
9. Ability to establish and maintain effective working relationships and use good judgment, initiative and resourcefulness when dealing with employees, City officials, professional contacts, community leaders, the media, and the public.
10. Ability to multi-task, problem-solve, and work effectively under stress, within deadlines and changes in work priorities.
11. Ability to work extended hours during elections.

### **Physical Demands and Work Environment**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

While performing the duties of this job, the employee regularly works in a business office setting with a controlled climate. The noise level in the work environment is usually quiet to moderate.

During elections, the employee is required to work extended hours, travel to polling sites, set up and tear down election equipment, and must lift and/or move items of moderate to heavy weight. The noise level in the work environment is usually quiet to moderate.

### **Application**

The duties listed above are intended only as illustrations of the various types of work that may be performed. This Description should not be interpreted as describing all future responsibilities of the position or limit the nature and extent of assignments an employee may be given.

The Position Description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Revised 09/24

2024-14  
CITY OF JONESVILLE  
COUNTY OF HILLSDALE  
STATE OF MICHIGAN

**RESOLUTION: MICHIGAN DEPARTMENT OF TRANSPORTATION MAINTENANCE  
CONTRACT AND SIGNATURE AUTHORIZATION**

At a Regular Meeting of the City Council of the City of Jonesville, County of Hillsdale, and State of Michigan, held at the Jonesville City Hall, 265 E. Chicago Street, in said City on the 18<sup>th</sup> day of September, 2024, at 6:30 in the p.m.

**PRESENT:**

**ABSENT:**

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

**WHEREAS**, the Michigan Department of Transportation has presented the attached contract for the City of Jonesville to perform maintenance on state trunkline highways in the City limits for the period of October 1, 2024 through September 30, 2029; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Jonesville does hereby agree to enter into the State Trunkline Maintenance Contract with the Michigan Department of Transportation.

**BE IT FURTHER RESOLVED**, that the City Council does hereby authorize City Manager Jeffrey Gray to execute the same.

AYES:

NAYS:

ABSENT:

**RESOLUTION DECLARED ADOPTED.**

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

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Jonesville, County of Hillsdale, State of Michigan, at a regular meeting held on September 18, 2024, and that public notice was given pursuant to Act No. 267, Public Acts of Michigan, 1976, 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, City Clerk

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**STATE TRUNKLINE MAINTENANCE CONTRACT**  
**CITY OF JONESVILLE**

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the City of Jonesville , a Michigan municipal corporation (Municipality).

**RECITALS:**

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

**SECTION 1. SCOPE OF WORK**

- A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and

approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
  3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
  4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
  5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
  6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.
- B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written notice, MDOT will work with the Municipality to develop a corrective action plan. Once

both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
  2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

**SECTION 2. RESERVED FOR FUTURE USE**

**SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK**

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

**SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR**

The Municipality hereby designates Lenore Spahr. as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipalities' title for this position is Finance Director. In the event the

Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

## **SECTION 5. SUPERVISION**

The Municipality hereby designates Charles Crouch or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the “Foremen”, who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

## **SECTION 6. WAGE SCHEDULE**

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No “stand by at home” pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers’ compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as “EMPLOYEE BENEFITS,” in accordance with Section 16.

## **SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS**

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT's Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

## **SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES**

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term "review/audit" hereafter will be referred to as "review".

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

No, Firm Unit Price items will not be used.

Yes, Firm Unit Price items will be used.

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

## **SECTION 9. SUBCONTRACTS**



The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- A. **Subcontracts less than \$25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

## **SECTION 10. NON-DISCRIMINATION**

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the “Contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

## **SECTION 11. ANTI-KICKBACK**

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

## **SECTION 12. SCOPE OF CONTRACT**

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

### SECTION 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General  
Division Chief  
Transportation Division  
Van Wagoner Building - 4<sup>th</sup> Floor  
425 West Ottawa Street  
P.O. BOX 30050  
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

### SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

## **SECTION 15. BUDGET**

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations, the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

## SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
  1. **Bulk Items (measured by volume or weight):**  
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state

trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. **Non-Bulk Items (measured by area or count):**

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- K. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to MDOT's MLAP system.**

## **SECTION 17: ELECTRONIC FUNDS TRANSFER**

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website ([www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS)).

## **SECTION 18: SNOW HAULING**

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT'S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT'S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

55.56 percent (%)

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

#### **SECTION 19: PAVEMENT MARKING**

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

#### **SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS**

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

#### **SECTION 21: TREES AND SHRUBS**

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.



## **SECTION 22: EQUIPMENT LIST**

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

## **SECTION 23: RECORDS TO BE KEPT**

- A. The Municipality will establish and maintain accurate records, in accordance with generally accepted accounting principles of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
  2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
  3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

## **SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT**

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

## **SECTION 25: CONTRACT REVIEW AND RESPONSE**

- A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the “Response”, to the Notice of Review Results indicating one of the following options:

1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
2. The Municipality does not concur with Notice of Review Results. The “Response” will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
3. The “Response” will include a written explanation as to any questioned item of expense. The “RESPONSE” will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, “Dispute Resolution Process”.

## **SECTION 26: DISPUTE RESOLUTION PROCESS**

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

#### B. Review Disputes

For review disputes the submitted "Response" and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- 2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.

- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

### **Injunctive Relief**

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

## **SECTION 27: TERM OF CONTRACT**

This Contract will be in effect from October 1, 2024 through September 30, 2029.

**SECTION 28: CONTRACT TERMINATION OR EXPIRATION**

- A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract “for cause”, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

**SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION**

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

## **SECTION 30: CONTRACTUAL INTERPRETATION**

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.

**SECTION 31: AUTHORIZED SIGNATURE**

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature thereto of the respective official of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF JONESVILLE

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



BY: \_\_\_\_\_  
TITLE: MDOT Director



## APPENDIX A

### DEFINITIONS

**Annual Work Plan:** A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

**Budget:** The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

**Chemical Storage Facilities:** Bulk salt storage buildings.

**Competitive Bidding:** A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

**Contract Administrator:** An individual designated by the Municipality responsible for supervising all work covered under this Contract.

**Department:** The Michigan Department of Transportation.

**Engineer of Transportation System Management and Operations (TSMO):** The Department's designated engineer of TSMO.

**Equipment Questionnaire:** A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

**Foremen:** A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

**Maintenance Work:** Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

**Maintenance of State Trunkline highways/lane miles maintained:** The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

**Michigan State Transportation Commission:** The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

**Non-Winter Maintenance Budget:** The portion of the Budget allocated to non-winter maintenance activities.

**Office of Commission Audit (OCA):** The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

**Region Engineer:** The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

**Review:** A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquires of personnel and the application of analytical procedures to data.

**Schedule C Equipment Rental Rates:** The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

**Small Road Tools:** Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

**Small Power Tools:** Work tools powered by electricity or battery power and have a rental rate assigned.

**State Administrative Board:** A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

**State Trunkline Highway:** A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

**Termination for Cause:** The exercise of MDOT's right to terminate this Contract "for cause", in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

**Termination Date:** The date the contract is no longer effective.

**Transportation Work Authorization (TWA):** A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

**Transportation and Natural Resources Committee:** A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

**Winter Maintenance:** Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol below*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity numbers.

**Winter Maintenance Patrol:** An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

**Work Plan:** An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

**APPENDIX B**

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**MUNICIPALITY CONTRACT**

**OVERHEAD SCHEDULE**

**Effective October 1, 2024, through September 30, 2029**

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

**APPENDIX C**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

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

Revised June 2011

**APPENDIX D**

**STATE ADMINISTRATIVE BOARD  
RESOLUTION 2017-2  
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS  
AND  
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board (“Board”) exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation (“MDOT”) Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation’s Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT’s administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and



the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.

APPROVED  
State  
Administrative Board  
4-25-17 *Rose M. Cousin*

**APPENDIX E**

**SUBCONTRACT REQUIREMENTS**

**SUMMARY OF STATE ADMINISTRATIVE BOARD  
REQUIREMENTS FOR AMENDMENTS  
(PREVIOUSLY REFERRED TO AS OVERRUNS,  
EXTRA’S AND ADJUSTMENTS)**

**Administrative Board Resolution (2017-2, April 25, 2017)**

**State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is \$500,000 or greater.**

**Amendments**

<b>Subcontract Requirements:</b>	<b>Amendment Amount</b>	<b>State Administrative Board (SAB) Approval Requirements:</b>
<ul style="list-style-type: none"><li>• <b>Region Engineer approval required prior to start of work.</b></li><li>• <b>Form 426 must be signed by the Region Engineer.</b></li><li>• <b>Documentation of amendment is required by the Municipality.</b></li><li>• <b>Send revised Form 426 to the Transportation Systems Management Operations (TSMO), Contract Specialist for review and approval prior to the start of work.</b></li></ul>	<b>\$499,999 or less</b>	<b>Not required</b>  <b>Note:</b> Emergency contracts \$250,000 or greater require SAB approval.
	<b>\$500,000 or greater</b>	<b>Required prior to the start of work.</b>  <b>Note:</b> When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

**Definition of Term:** Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra’s or adjustments.



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

BRADLEY C. WIEFERICH, P.E.  
DIRECTOR

**APPENDIX F**

**SAMPLE: Letter of Understanding**

Date

Contract Agency Name

Address

Contact Person, Title

**RE: Letter of Understanding for State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear \_\_\_\_\_:

This Letter of Understanding is in follow up to our recent meeting held on \_\_\_\_\_ and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City (or Village) of \_\_\_\_\_. The work activities are to be conducted by the City (Village) as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.

Subcontracting of any work activities shall be in accordance with Section 9 of the Contract.

Name  
Page 2  
Date

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name  
Maintenance Coordinator (or Engineer)  
MDOT \_\_\_\_TSC

**APPROVED BY:**

City (Village) of \_\_\_\_\_ agrees to the terms and conditions stated in this agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Name, Title

**APPROVED BY:**

\_\_\_\_\_  
Region Engineer  
Michigan Department of Transportation

Date \_\_\_\_\_

## Appendix G

Michigan Department  
of Transportation  
0572 (03/2024)

Clear Form

### MUNICIPALITY FIRM UNIT PRICES

MUNICIPALITY NAME	EFFECTIVE DATE
-------------------	----------------

TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE INCLUDES

**INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):**

Type of Materials produced or supplied by Municipality

1. Aggregate
2. Winter Sand
3. Salt
4. Other (Describe): \_\_\_\_\_

Item Locations

1. Pit Site
2. Yard
3. Other (Describe): \_\_\_\_\_

Price Includes

1. Processing or Mixing Costs
2. Stockpiling or Hauling to Stockpile Costs
3. Royalty Costs
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
5. Winter Sand
6. Bituminous Costs
7. Other (Describe): \_\_\_\_\_

MUNICIPALITY SUBMITTED BY		
NAME	TITLE	DATE

MDOT APPROVED BY		
NAME	TITLE	DATE

# Appendix H

Michigan Department  
of Transportation  
5191 (02/2024)

## MUNICIPALITY SNOW HAULING CALCULATION FORM

Clear Form  
Definitions

<b>MUNICIPALITY NAME</b>	ROUTE	EFFECTIVE DATE
--------------------------	-------	----------------

**SKETCH OF ROADWAY AND SNOW HAULING LIMITS**

TOTAL WIDTH OF SNOW HAULING (WSH) <div style="text-align: center;">ft</div>	WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM) <div style="text-align: center;">ft</div>
SNOW HAULING RATE (SHR): $SHR = ADTM / WSH \%$ SHR: _____ / _____ = _____ %	

MUNICIPALITY SUBMITTED BY	
NAME	TITLE

MDOT APPROVED BY	
NAME	TITLE

## DEFINITIONS

**Total Width of Snow Hauling (WSH):** Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

**Width of Area Designated for Traffic Movement (ADTM):** The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

### Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet

ADTM: 36 feet

Snow Hauling Rate:  $36 \text{ feet (ADTM)} / 66 \text{ feet (WSH)} = 55\%$



## MUNICIPALITY FIRM UNIT PRICES

MUNICIPALITY NAME CITY OF JONESVILLE	EFFECTIVE DATE
---	----------------

TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE INCLUDES
N/A				

**INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):**

Type of Materials produced or supplied by Municipality

1. Aggregate
2. Winter Sand
3. Salt
4. Other (Describe): \_\_\_\_\_

Item Locations

1. Pit Site
2. Yard
3. Other (Describe): \_\_\_\_\_

Price Includes

1. Processing or Mixing Costs
2. Stockpiling or Hauling to Stockpile Costs
3. Royalty Costs
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
5. Winter Sand
6. Bituminous Costs
7. Other (Describe): \_\_\_\_\_

MUNICIPALITY SUBMITTED BY		
NAME	TITLE	DATE
Charles Crouch	DPW Superintendent	05/22/2024

MDOT APPROVED BY		
NAME	TITLE	DATE

# MUNICIPALITY SNOW HAULING CALCULATION FORM

[Clear Form](#)  
[Definitions](#)

<b>MUNICIPALITY NAME</b> CITY OF JONESVILLE	<b>ROUTE</b> US-12 / M-99	<b>EFFECTIVE DATE</b> 10/01/2024
--	------------------------------	-------------------------------------

### SKETCH OF ROADWAY AND SNOW HAULING LIMITS

US-12: Walnut Street to Oak Street  
M-99: US12 to Park Street  
Please see attached map on page 3, with the streets listed above. Thank you.

<b>TOTAL WIDTH OF SNOW HAULING (WSH)</b> 99.00 ft	<b>WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM)</b> 55.00 ft
<b>SNOW HAULING RATE (SHR): SHR = ADTM / WSH %</b> SHR: <u>55.00</u> / <u>99.00</u> = <u>55.56</u> %	

MUNICIPALITY SUBMITTED BY	
<b>NAME</b> CHARLES CROUCH	<b>TITLE</b> DPW SUPERINTENDENT

MDOT APPROVED BY	
<b>NAME</b>	<b>TITLE</b>

## DEFINITIONS

**Total Width of Snow Hauling (WSH):** Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

**Width of Area Designated for Traffic Movement (ADTM):** The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

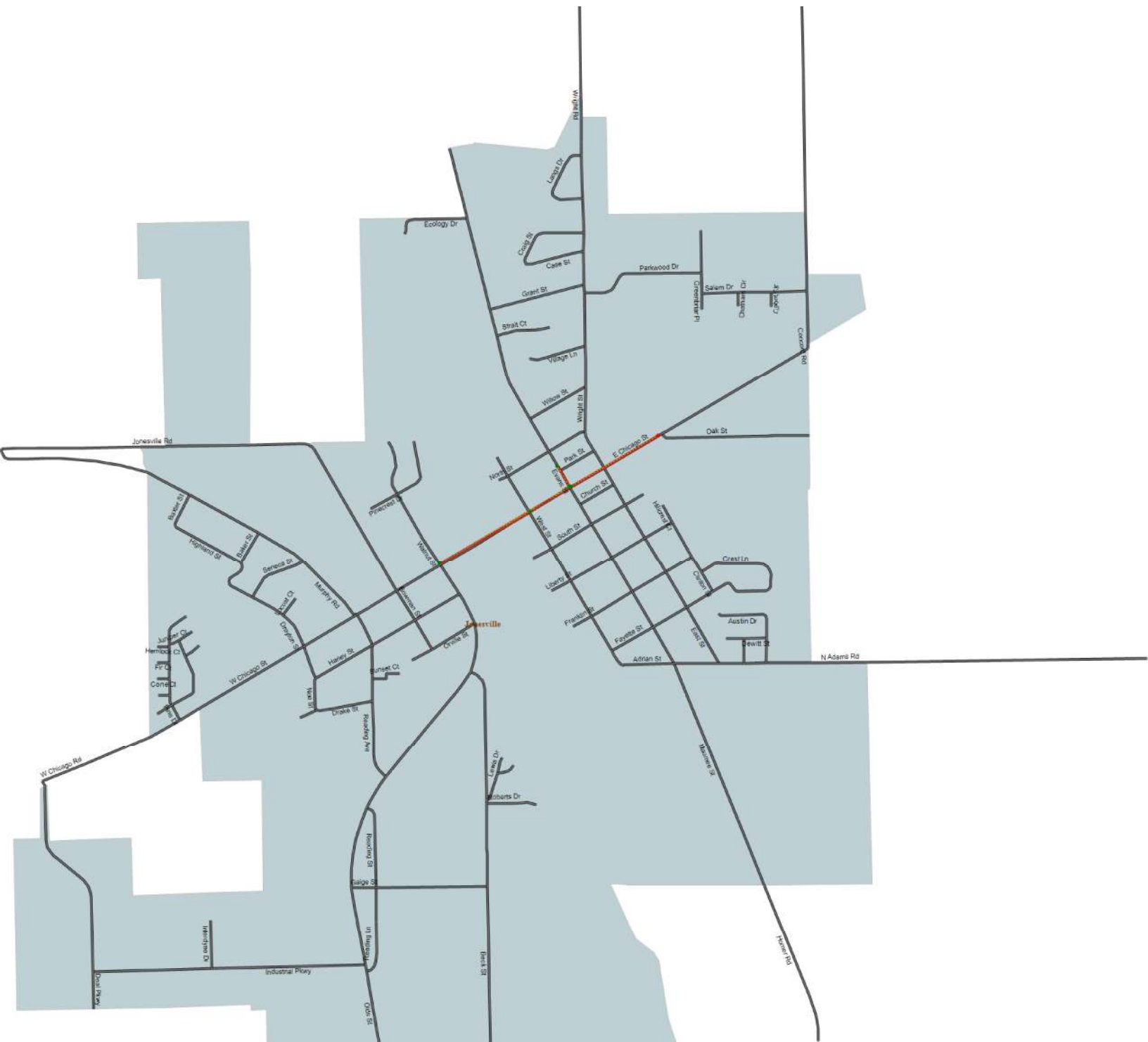
### Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet

ADTM: 36 feet

Snow Hauling Rate:  $36 \text{ feet (ADTM)} / 66 \text{ feet (WSH)} = 55\%$





michigan  
municipal  
league

liability &  
property  
pool

1675 Green Road  
Ann Arbor, MI 48105  
P: 734-662-3246  
800-653-2483  
F: 734-662-8083  
mml.org

**To:** Members of the MML Liability & Property Pool  
**From:** Michael J. Forster, Fund Administrator  
**Date:** September 9, 2024  
**Subject:** Pool Director Election

RECEIVED  
SEP 13 2024

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

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. Two (2) incumbent Directors have agreed to seek re-election. You may also write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 8<sup>th</sup>. Alternately, you may complete your ballot online:

Go to [www.mml.org](http://www.mml.org). At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Liability & Property Pool*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

The MML Liability & Property Pool is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Pool, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster  
Pool Administrator  
mforster@mml.org

THE CANDIDATES  
Three-year terms beginning January 1, 2025

RECEIVED  
SEP 13 2024

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

***Thad Beard, Manager, City of Rockford***



Thad has over 23 years' experience in municipal government and has been the city manager of Rockford since 2017. He previously served as the City of Otsego's manager for 17 years and as the City of Wayland's assistant manager for three years before that. He is a member of the Michigan Municipal Executives and former member of its Board of Directors. Thad grew up in Kalamazoo, received an undergraduate degree from Great Lakes Christian College and a master's degree from Western Michigan University. Thad is seeking election to his second term.

***Dan Swallow, Manager, City of Tecumseh***



Dan has more than 18 years' experience as a municipal official and has been the City Manager of Tecumseh since 2015. Previously, his government career included tenures with the Toledo Metropolitan Area Council of Governments, Van Buren Township, and as the Economic & Community Development Director for the City of Monroe. He has credentials from the American Institute of Certified Planners (AICP) and actively participates in the Michigan Association of Planning and Michigan Municipal Executives. Dan grew up in the small northeastern Michigan community of Alpena. Dan is seeking election to his second term.

Michigan Municipal League  
Liability & Property Pool

OFFICIAL BALLOT - 2024

Vote for two Directors by marking the line to the left of the name for three-year terms beginning January 1, 2025.

\_\_\_\_ Thad Beard, Incumbent  
Manager, City of Rockford

\_\_\_\_ Dan Swallow, Incumbent  
Manager, City of Tecumseh

---

Write-in Candidate

I hereby certify that:

---

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Director of the Michigan Municipal League Liability & Property Pool.

---

Official Signature

Date:

**Ballot deadline:  
November 8, 2024**

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

**JONESVILLE CITY COUNCIL  
Minutes of August 21, 2024**

A meeting of the Jonesville City Council was held on Wednesday, August 21, 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, Brenda Guyse, George Humphries Jr., Delesha Padula, and Andy Penrose.

Also present: Manager Gray, DPW Supt. Crouch, Public Safety Director Lance, Deputy Fire Chief Riggs, Attorney Lovinger, Nicole and Chad Benson, Shawn Mullaly, and Ken Koopmans.

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

Delesha Padula made a motion and was supported by Andy Penrose to add Item 6.G. Consider Appointment of a Water and Wastewater Treatment Plant Superintendent. All in favor. Motion carried.

George Humphries Jr. made a motion and was supported by Brenda Guyse to approve wastewater and water capital expenditures. Aladdin of Jackson, MI will re-gasket and test the electrical transformer at the Wastewater Treatment Plant in the amount of \$16,370. Peerless Midwest will overhaul the pump in Well #2 at the Iron Removal Plant in the amount of \$29,660. All in favor. Motion carried.

Tim Bowman made a motion and was supported by Delesha Padula to approve capital expenditures for Carl Fast Park and Wright Street Park. Trash receptacles with lids will replace the existing receptacles in both parks, and plastic timber border will be purchased for the playground area in Carl Fast Park. The low quote was received from AAA State of Play, located in Indianapolis, IN, in the amount of \$24,038. The purchase of rubber mulch for the Carl Fast Park playground area came from Cobalt Rubber in Sturgis, MI, in the amount of \$17,100. All in favor. Motion carried.

Gerry Arno made a motion and was supported by Tim Bowman to set a Special Meeting for September 30<sup>th</sup> at 5:30 p.m., for training regarding the conduct of meetings, parliamentary procedure, Open Meetings Act, Freedom of Information Act, ethics, etc. In addition to inviting Council candidates, members of other City Boards and Committees will be invited. The meeting will be held at the Jonesville Police Department, unless a larger venue is necessary. All in favor. Motion carried.

Brenda Guyse made a motion and was supported by Delesha Padula to approve payment of the final Maumee Street Construction Project invoice in the amount of \$107,520.27. All in favor. Motion carried.

Andy Penrose made a motion and was supported by Brenda Guyse to approve the Fiscal Year 2023/24 Year-End Budget Amendments. All in favor. Motion carried.



Brenda Guyse made a motion and was supported by George Humphries Jr. to develop and adopt a standing policy and a Request for Proposals from qualified realtors for the sale of city-owned property, as recommended by the Budget Committee. All in favor. Motion carried.

Brenda Guyse made a motion and was supported by Chris Grider to appoint Shawn Mullaly as Water and Wastewater Treatment Plant Superintendent, as recommended by the City Manager. All in favor. Motion carried.

Delesha Padula made a motion and was supported by Brenda Guyse to approve the minutes of the July 17, 2024 regular meeting. All in favor. Motion Carried.

Andy Penrose made a motion and was supported by Delesha Padula to approve the Accounts Payable for August 2024 in the amount of \$225,041.32. All in favor. Motion carried.

George Humphries Jr. made a motion and was supported by Tim Bowman to receive the minutes of Downtown Development Authority – July 9, 2024; and Planning Commission – July 10, 2024. All in favor. Motion carried.

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

Mayor Arno adjourned the meeting at 7:06 p.m.

Submitted by:

---

Lenore M. Spahr  
Deputy Clerk

---

Gerry Arno  
Mayor

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
APPLIED INNOVATION	CITY HALL COPIER MAINTENANCE	45.45
AT&T	LOCAL/LONG DISTANCE	968.42
BAKER, VICKI/B & B CLEANING,	CITY HALL/JPD/JFD CLEANING SERVICE	610.00
BRINER OIL CO., INC.	JFD - GASOLINE	115.86
	JPD/MVP - GASOLINE	259.74
	JPD/WWTP/MVP - GASOLINE	230.34
	JFD - GASOLINE	49.97
		655.91
BUTTERS EXCAVATING & LAWN CARCEMETERY MAINT/SEXTON SERVICES		4,979.67
CAPITAL ONE	WALMART - SUPPLIES/REPAIRS	439.12
CLEAR VIEW B.R. LLC	CITY HALL/JPD WINDOW CLEANING	40.00
CONSUMERS ENERGY	CEMETERY - ELECTRICITY	37.69
	JFD - EMERGENCY SIREN ELECTRICITY	43.15
	IRON REMOVAL PLANT ELECTRICITY	1,286.43
	WWTP ELECTRICITY	5,082.76
	100 DEAL PKWY SPRINKLER METER ELECTRICITY	32.15
	500 IND PKWY SPRINKLER METER ELECTRICITY	30.33
	598 IND PKWY SPRINKLER METER ELECTRICITY	28.68
	WATER TOWER ELECTRICITY	108.67
	FAST PARK ELECTRICITY	39.14
	CITY HALL SECOND FLOOR ELECTRICITY	28.19
	JPD ELECTRICITY	286.76
	JFD ELECTRICITY	280.13
	RADIO TOWER ELECTRICITY	37.27
	CITY HALL ELECTRICITY	342.38
	WRIGHT ST PARK ELECTRICITY	35.66
	FREEDOM MEMORIAL ELECTRICITY	44.93
	DPW BUILDING ELECTRICITY	133.24
	DDA - METERED PARKING LOT LIGHT ELECTRICITY	36.12
	DDA - UNMETERED PARKING LOT LIGHT ELECTRICITY	36.97
	CITY-WIDE LED LIGHT ELECTRICITY	1,829.70
	CITY-WIDE STREETLIGHT ELECTRICITY	1,414.76
	DOWNTOWN/STREETSCAPE LIGHT ELECTRICITY	303.63
	WWTP ELECTRICITY	4,790.38
	100 DEAL PKWY SPRINKLER METER ELECTRICITY	32.65
	WATER TOWER ELECTRICITY	103.02
	598 IND PKWY SPRINKLER METER ELECTRICITY	29.09
	WRIGHT ST PARK ELECTRICITY	34.94
	DPW BUILDING ELECTRICITY	123.15
	CITY HALL ELECTRICITY	322.50
	RADIO TOWER ELECTRICITY	36.89
	JFD ELECTRICITY	251.99
	JPD ELECTRICITY	262.86
	CITY HALL SECOND FLOOR ELECTRICITY	28.76
	FAST PARK ELECTRICITY	45.00
	DDA - METERED PARKING LOT LIGHT ELECTRICITY	36.42
	FREEDOM MEMORIAL ELECTRICITY	44.73
	500 IND PKWY SPRINKLER METER ELECTRICITY	30.86
		17,671.98
CURRENT OFFICE SOLUTIONS	JPD COPIER MAINTENANCE	15.66
ELHORN ENGINEERING COMPANY	WATER - SUPPLIES	521.00
FIRST NATIONAL BANK OMAHA	ZOOM MEMBERSHIP/EMPLOYMENT AD	42.31
	ELECTION/REC SUPPLIES	146.24
	SUPPLIES/REPAIRS/CONFERENCES	2,612.96
		2,801.51
GREENMARK EQUIPMENT	MVP - TRUCK #3 REPAIR	165.14
HENRY FORD ALLEGIANCE	JFD - PRE-EMPLOYMENT PHYSICAL	175.00
HILLSDALE COUNTY CLERK	AUGUST ELECTION EXPENSES	640.54
JONESVILLE HARDWARE	SUPPLIES/REPAIRS	123.47
JONESVILLE, CITY OF	CITY HALL WATER/SEWER	52.95
	JPD WATER/SEWER	52.95
	JFD WATER/SEWER	75.11
	DDA - DRINKING FOUNTAIN	42.64
	DPW BUILDING WATER/SEWER	52.95

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
	WWTP WATER/SEWER	167.13
	WRIGHT ST PARK WATER/SEWER	54.61
		498.34
KENDALL ELECTRIC	DPW BUILDING LIGHT REPAIR	129.70
LAPEW SANITATION	WRIGHT ST PARK - PORTABLE RESTROOM	165.00
LOCKWOOD, MITCHELL	REIMB WASTEWATER D LICENSE EXAM FEE	70.00
LOVINGER & THOMPSON, P.C.	LEGAL FEES	231.25
LRS, LLC	CITY HALL/DPW/WWTP TRASH SERVICE	87.00
	JPD/JFD - TRASH/CITY RECYCLING	130.00
		217.00
MERIT LABORATORIES	DRINKING WATER - TESTING	520.00
	WWTP - TESTING	402.00
		922.00
MICHIGAN DOWNTOWN ASSOCIATION	MEMBERSHIP RENEWAL	250.00
MICHIGAN GAS UTILITIES	IRON REMOVAL PLANT GAS SERVICE	71.08
	JFD GAS SERVICE	42.28
	WWTP GAS SERVICE	499.07
	JPD GAS SERVICE	38.00
	CITY HALL GAS SERVICE	40.66
	GAS LIGHT SERVICE	59.31
	DPW BUILDING GAS SERVICE	39.39
		789.79
MICHIGAN LAWN & LANDSCAPE	MOWING/WEED CONTROL	3,107.11
MML LIABILITY & PROPERTY POOL	PROPERTY & LIABILITY INSURANCE ANNUAL RENEWAL	53,921.00
MY-LOR, INC	JFD - SUPPLIES	29.96
NORTH EAST FABRICATION CO,	INMVP - LEAF VAC REPAIR	2,850.00
PERFORMANCE AUTOMOTIVE	WWTP - TRUCK REPAIR/BRAKES	322.81
PETTY CASH	PETTY CASH REIMBURSEMENT	167.49
POINT RENTAL & SALES	JFD - CHAINSAW REPAIR	40.00
POSTMASTER	POSTAGE - WATER/SEWER BILLS	361.05
PRIORITY ONE EMERGENCY, INC	JPD - UNIFORMS	553.95
ROSE, SARAH	JPD - ACADEMY MILEAGE	360.15
	JPD - ACADEMY MILEAGE	360.15
	JPD - ACADEMY MILEAGE	328.30
		1,048.60
ROTARY CLUB OF JONESVILLE	GRAY - ANNUAL DUES	500.00
SAM'S CLUB/SYNCHRONY BANK	COPY PAPER/OPERATING SUPPLIES	182.88
SCA OF MI, LLC	STREET SWEEPING - AUGUST 2024	3,988.45
SHIRT SHACK, LLC	MVP - HOODIES/LOGO ON T-SHIRTS	172.00
STATE OF MICHIGAN	JPD - LEIN ACCESS	33.00
UNIFIRST CORPORATION	WWTP UNIFORM RENTAL	34.28
	MVP - SHOP TOWELS	17.25
	WWTP UNIFORM RENTAL	298.94
	WWTP UNIFORM RENTAL	32.97
	CITY HALL/JPD FLOOR MATS	35.25
	MVP - SHOP TOWELS	17.25
		435.94
VC3, INC.	EXCHANGE ONLINE - SEPT 2024	100.00
	CLOUD PROTECTION - SEPT 2024	48.00
		148.00
VERIZON WIRELESS	JPD/WWTP/DPW-CELL PHONES/RADIO TOWER/JPD/JFD-MODEM:	334.82
WOLVERINE ENG & SURVEYORS INC	WEST ST CONSTRUCTION OBSERVATION	7,295.00
	<b>Total:</b>	<b>108,618.01</b>

Economic Development Partnership of Hillsdale County  
Minutes of Regular Meeting  
July 11, 2024

**Board Members Present:** Rick Schaerer, Kym Blythe, Don Germann, Vicki Morris, Greg Moore, Sally Clark, Wanda White, Corey Parker, Doug Ingles, David Mackie, Jeff Gray, Kelly LoPresto, Nicole Benson, John Condon, Ron Griffith,

**Board Members Absent:** Troy Reehl, Tony Samon, Chris Poling, Kelly Hodshire, JJ Hodshire

**Staff:** Susan Smith, Annette Sands

**Guest:** Richard Scott, Michigan Works

**Call to Order:** 8:00 a.m.- Rick Schaerer

- Motion by Don Germann to approve agenda  
Support by Doug Ingles, unanimously approved
- Motion by Vicki Morris to approve May 2024 Minutes  
Support by Sally Clark, unanimously approved
- Motion by Jeff Gray to approve Treasurer's Report and 2024-2025 Fiscal year Budget  
Support by John Condon, unanimously approved
- Motion by John Condon to approve the Director's Report  
Support by Doug Ingles, Unanimously approved

**Treasurer's Report:** Consisted of an overview of the EDP's fiscal year 2023-2024, income and expenses. Completed the year with total Net Assets of \$351,339 with this being all cash. Finances strong, with a year end net Revenue of \$59,917. Fiscal Year ending very positively, due to additional contract work taken on by EDP. Review of 2024-2025 Proposed break even Budget.

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

- Grant Updates, EDA Consulting, Sector Grant, Lean Rocket Lab, Child Care Grant
- EDA Grant Close out
- MWSE Year end close out
- Attraction Projects
- Update on Buildings on the market and sold in Hillsdale County
- *EDP Community Engagements- CEO Council, Fraud Seminar, Welding advisory, CAA, HH, CNB, Key Opp., Region II, Referrals from Trine University Internships, Hiring Event, WCA*

**Round Table Discussion:**

- Don Germann- Mortgages are slowing, loan are financial distress. Boats, cars and home equity loans are still strong. New location 1 West opening soon.

- Vicki Morris-Average mortgage in the area is \$1000-\$1200, with 15 year at 6% and 30 year at 7.125% Construction loans are still moving, which is amazing due to the cost of materials. Still better than 2010 fraud & Mortgage debacle. Should not get as bad due to security measures and safe guards that have been put in place.
- Sally Clark- Going Pro Cycle II has closed. Summer works program had 10 students participating in paid work experience program. Direction at MWSE for client assistance job readiness is Soft Skills. Partnering with Sector Grants in Robotics and Healthcare, to obtain employer pain points and working together to assist and ease.
- Different specialty grants are available, EV, but this is not going so well in Hillsdale County. Service Center is available for interviews and employer of the day. Major obstacles in county are transportation, resources are limited with only Dial a ride and Key Opportunities.
- John Condon- Investing in a lot technology to increase production speed by double, 2 million parts shipped per day. Gained a lot of sales during Covid. New building is working well, business is continuing to Grow.
- Wanda White- Work has picked up on machining. Robotic & PLCE still busy, but all is slower than like.
- Nicole Benson- Power Plant discussions working on obtaining quotes to clean up, seeking potential buyers. Egle working with previous buyers.
- Corey Parker- Michigan Gas has a couple young men that are working as summer help. Checking meters and completing other tasks. There is an uptick in third party supplier wanting to see gas through Michigan Gas lines. Just want to be sure to bring awareness to who may be coming to door. If you have any questions, please call Michigan Gas, Service Commission.is sending a local candidate to police academy.
- Jeff Gray- Jonesville is sending a local candidate to police academy. MDOT 2025 street project repave from Concord to Industrial Park. Lane reduction and curb appeal landscaping. Key Opportunity will be at planning commission next month with overview of building project of 57 units for employees obtaining work and life skills. Phase 1 of project, 11 units, to be discussed. Klein Tools project behind the scenes- D.H. Roberts has application in with Egle. Klein and D.H are working well together on data correction.
- Doug Ingles- tough couple of weeks with death of officer. Scaffolding is coming down soon on the courthouse. Clock Chiming will be able to be operated by phone.
- Greg Moore- Storms are Consumers Energy theme. There is a lot of stress on the company, crews, timeline issues, especially with organization on tight timeline. Be sure to watch public service commission. MI Gas compare- current affairs at [www.state.mi.us](http://www.state.mi.us)  
[Natural Gas Customer Choice \(michigan.gov\)](http://www.state.mi.us)
- Currently reviewing plans on Beck Road. Outage on Liberty Street North East of Jonesville, back on in 24 hours. Tour training academy in Marshall, new careers & Utility career opportunities.

Adjournment: 9:00 a.m.- Rick Schaerer

Respectfully submitted,

Annette Sands

# Region 2 PLANNING COMMISSION

Serving Hillsdale, Jackson & Lenawee Counties

## MEETING MINUTES

**Region 2 Planning Commission – Full Commission**  
**Jackson County Tower Bldg.**  
**120 W. Michigan Ave.**  
**Jackson, MI 49201**

**Thursday, July 11, 2024**

**I. Call to Order** – Chair Witt called the meeting to order at 2:00 p.m. A quorum was present.

Attendance:

Adams	Gentner	Lance	✓ Shotwell
Andrews	Gould, J.	Linnabary	Sigers
Beach	Gould, L.	Miller	✓ Snell
Beecher	Grabert	✓ Minnick, Jr.	✓ Southworth
✓ Beeker	✓ Greene	Mitchell	Sutherland
Blythe	Greenleaf	Montrief	Swartzlander
Boggs	Griffin	Navarro	Teriaco
Bush	Gross	Nickel	Tillotson
✓ Bussell	Havican	Norman	Todd
Calender	Hawkins	✓ O'Dowd	✓ VanDoren
Collins	✓ Hawley	✓ Overton	VanWinkle
Cornish	Heath	✓ Penrose	Votzke
Cousino	✓ Herlein	Peters	✓ Walz
✓ Cure	✓ Jancek	✓ Pfeifer, C.	Webb
David	Johnson	✓ Pfeifer, R.	Weir
Dillon	Kastel	Pixley	Williams
✓ Donaldson	Keener	Planeta	Willis
Dow	Keller	Root	Wilson
✓ Duckham	Koehn	Saenz	✓ Witt
Everidge	Kuiper	✓ Scoville	
Gallagher	Lammers	Shaw	

**Key:** ✓ = present

Staff Present: Jacob Hurt, Jill Liogghio, Alissa Starling, Grace Trosin

Others Present: Brad Garmon, Michigan Office of Outdoor Recreation; Andrea Strach, MDOT

**II. Approval of the July 11, 2024 Agenda** – Mr. Hurt stated he would like to move agenda item #9 to follow item #4. The motion was made by Comm. Snell, supported by Comm. Jancek, to approve the July 11, 2024 agenda as amended. The motion carried unanimously.

- III. **Public Comment** – Chair Witt requested public comment. There was no public comment.
- IV. **Approval of Full Commission Meeting Minutes for May 9, 2024** – The motion was made by Comm. VanDoren, supported by Comm. Jancek, to approve the Full Commission meeting minutes of May 9, 2024 as submitted. The motion carried unanimously.
- V. **Southern Michigan Outdoors Economic Development Strategy Presentation** – Mr. Hurt gave a presentation on the Southern Michigan Outdoors Economic Development Strategy which is a new R2PC initiative originating from the 2021-2025 CEDS, adopted in December 2021.
- VI. **Receipt of Treasurer’s Reports of May 31 and June 24, 2024** – The motion was made by Comm. Jancek, supported by Comm. Penrose, to receive the May 31 and June, 2024 Treasurer’s Reports as presented. The motion carried unanimously.
- VII. **Approval of the May 31 and June 24, 2024 Submitted Bills** – The motion was made by Comm. Jancek, supported by Comm. Penrose, to approve payment of the May 31 and June 24, 2024 submitted bills. The motion carried unanimously.
- VIII. **Staff Progress Report for May and June 2024** – The May and June 2024 staff progress reports were included in the agenda packet. Mr. Hurt presented highlights from the staff progress report for the months of May and June.
- IX. **MPO/JACTS Update** – The MPO/JACTS Update was provided in the packet and Mr. Hurt provided highlights from that report.
- X. **Approval of Executive Director Travel to MAR Annual Meeting** – The motion was made by Comm. Penrose, supported by Comm. Jancek, to approve Executive Director travel to the MAR Annual Meeting. The motion carried unanimously.
- XI. **Other Business** – None.
- XII. **Public Comment / Commissioners’ Comments** – Comm. Shotwell requested quarterly reports from the Southern Michigan Outdoor Recreation Economic Development Strategy. Comm. Duckham agreed.
- XIII. **Adjournment** – There being no further business, Chair Witt adjourned the meeting at 2:34 p.m.

Dale Witt  
Chair

**CITY OF JONESVILLE  
PLANNING COMMISSION  
Minutes of August 20, 2024**

A City of Jonesville Planning Commission meeting was held on Tuesday, August 20, 2024 at the Jonesville City Hall, 265 E. Chicago Street, Jonesville, MI. Chair Christine Bowman called the meeting to order at 7:01 p.m.

Present: Christine Bowman, Jim Ackerson, Brenda Guyse, Ryan Scholfield, and Ken Koopmans.

Absent: Annette Sands and one vacancy.

Also Present: City Manager Jeff Gray and DPW Superintendent Charles Crouch.

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

New Planning Commissioner Ken Koopmans was introduced and welcomed by the board.

A motion was made by Brenda Guyse and supported by Jim Ackerson to approve the agenda as presented. All in favor. Absent: Annette Sands and one vacancy. Motion carried.

Brenda Guyse made a motion and was supported by Ryan Scholfield to approve the minutes from July 10, 2024. All in favor. Absent: Annette Sands and one vacancy. Motion carried.

Brenda Guyse made a motion and was supported by Jim Ackerson to postpone action on the Site Plan Review application from MT Engineering/Key Opportunities for the Planned Unit Development at 439 Beck Street, pending a decision from the Michigan Department of Transportation regarding site access. All in favor. Absent: Annette Sands and one vacancy. Motion carried.

It was the consensus of the Planning Commission that the kickoff meeting for the Wright Street Concept Plan should take place at the next regularly scheduled Planning Commission meeting on Wednesday, September 11, 2024 at 7:00 p.m.

Manager Gray and Superintendent Crouch provided updates.

The meeting was adjourned at 7:43 p.m.

Submitted by,

Jeffrey M. Gray  
City Manager



# Jonesville Police Department

116 West Chicago Road  
Jonesville, Michigan. 49250

911 Police Service Administration (517) 849-2101

FAX (517) 849-2520

## ACTIVITY SUMMARY FOR AUGUST 2024

Total reports written: 28  
Criminal Sexual Conduct: 1  
Embezzlement: 0  
Break and Enter: 0  
Larceny from Building: 0  
Theft from Motor Vehicle: 1  
Stolen Motor Vehicle: 0  
Fraud: 0  
Credit Card Fraud: 0  
Damage to Property: 1  
Larceny- Other: 0  
Non-Violent Domestic: 0  
Retail Fraud: 4 (Walmart)  
Traffic Policing: 2  
Obstructing Justice: 1  
Public Roadway Accidents: 3  
Private Property Accidents: 4  
Other Arrests: 0 (warrants, traffic-DWLS/Revoked, etc.)  
Civil Matter/Family Disputes: 5  
Natural Death: 0  
Medical Emergency: 0  
Open Door: 0  
Trespass: 0  
Nuisance Animals: 2  
Suspicious Situations: 3  
Records Check: 1  
General Assistance: 2  
Traffic/Moving Violations: 4  
Warrants Received from Prosecutor: 6



# Runs for August 2024

114 W. Chicago St.

Jonesville, MI 49250

(517) 849-2101

(517) 849-2520 Fax

Run	Members	Date	Type of call	Location	City	Fayette	Scipio	Mutual	Training
118	11	8/3/2024	Trainings	Water Supply - JES/JHS	X				
119	6	8/3/2024	PI Accident	Moore and Homer Rd.		X			
120	5	8/4/2024	Station Stand By	5691 North Adams Rd				X	
121	7	8/6/2024	MVA	Murphy St. & Baker St.	X				
122	13	8/14/2024	Meeting	Sta 5					X
123	6	8/20/2024	MVA	481 Olds St.	X				
124	7	8/20/2024	Fire Alarm no Fire	1091 W Moore Rd		X			
125	4	8/26/2024	Wires Down	306 Murphy St.	X				
126	7	8/28/2024	Sta 5 Equipment Inspections	station 5					X
127	6	8/29/2024	CO Alarm	315 Reading Ave	X				
128	4	8/31/2024	PI Accident	4900 Homer Rd		X			
129	2	8/31/2024	Medical Disregard	618 Spruce CT				X	

## Year Total Type of Call

City	Fayette	Scipio	Mutual
45	28	16	19
<b>Training</b>			
21			
<b>Total for August</b>			
		12	
<b>Total for the Year</b>			
		129	

## Monthly Calls

	City	Fayette	Scipio	Mutual	Training	
January	8	7	3	2	3	23
Febuary	2	2	3	1	2	10
March	3	3	1	3	3	13
April	7	2	4	4	3	20
May	7	1	3	2	3	16
June	6	3	2	2	3	16
July	7	7	0	3	2	19
August	5	3	0	2	2	12
September	0	0	0	0	0	0
October	0	0	0	0	0	0
November	0	0	0	0	0	0
December	0	0	0	0	0	0
<b>Totals</b>	<b>45</b>	<b>28</b>	<b>16</b>	<b>19</b>	<b>21</b>	<b>129</b>

# MONTHLY OPERATING REPORT

## August 2024

**SUBMITTED:**      **August 14, 2024**

### **WATER FLOW**

MAXIMUM	254,000
MINIMUM	139,000
AVERAGE	187,000
TOTAL	5.791 MG

### **WASTEWATER FLOW**

MAXIMUM	334,900
MINIMUM	232,700
AVERAGE	268,900
TOTAL	8.3349 MG

**CALLOUTS:**    **None**

### **OPERATION & MAINTENANCE**

The plant was in compliance with the NPDES permit limitations during the month of August 2024.

The Wastewater Plant Laboratory processed 144 Bacteria tests, 21 Nitrate tests and 15 Nitrite tests in August 2024. The annual totals to date are 1,145 Coliform Bacteria, 201 Nitrates, and 104 Nitrates.

Total Trihalomethanes, Haloacetic Acids, and Uranium drinking water samples that were submitted for analysis in July were below the detection limit.

One Staff Member attended the Outdoor Joint Expo at MIS sponsored by Michigan Rural Water.

Plant Staff started some minor painting projects around the plant.

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

**NPDES Permit 30 Day Average Limit is 4 mg/l**

**NPDES Permit Daily Maximum-10 mg/l**

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

*Jonesville Monthly Average—1.8 mg/l*

*Average Percent Removal from the Raw Wastewater—98.4 %*

*Daily Maximum—3 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—1.4 mg/l*

*Average Percent Removal from the Raw Wastewater—98.8%*

### **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—0.30 mg/l*

*Average Percent Removal from the Raw Wastewater—94.1%*

### **Ammonia Nitrogen**

**Monthly Average Limit is 0.5 mg/l**

**Daily Maximum Limit is 2.0 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—0.066 mg/l*

*Average Percent Removal from the Raw Wastewater—99.69%*

*Jonesville Daily Maximum—0.300 mg/l*

Rick Mahoney

# Jonesville Dept of Public Works

## Aug-24

### Monthly Report

	Maintenance	Salt	Chloride	Gravel	COLD MIX
<b>STATE HIGHWAYS</b>	0 HR DT 0 HR OT	0 Ton	0 Bag	0 Yd	.25Ton
<b>MAJOR STREETS</b>	0 HR DT 0 HR OT	0 Ton	0 Bag	0 Yd	.12 Ton
<b>LOCAL STREETS</b>	0 HR DT 0 HR OT	0 Ton	0 Bag	0 Yd	0 Ton
<b>PARKING LOTS</b>	0 HR DT 0 HR OT	0 Ton	0 Bag		0 Ton
<b>POLICE STATION</b>	0 HR OT	0 Ton	0 Bag		
<b>FIRE DEPARTMENT</b>	0 HR OT	0 Tons	0 Bag		
<b>DDA SIDEWALKS</b>	0 HR OT				
<b>LDFA</b>	0 HR OT				0 Ton
<b>WATER</b>	0 HR OT 0 HR OT			0 Yd	0 Ton
<b>PARKS</b>	0 HR OT			0 Yds	

Staff painted Major, Local, State, Police department, LDFA's, and Wright Street park.  
 Staff continues mowing road edges and ditches for State, Local, and Major streets.  
 I responded to a water emergency call at Heritage Lane Appartments.  
 Staff and I responded to multiple water related shutoffs helping local plumbers to repair lines inside the resident.  
 Staff has been cleaning downtown sidewalks and curbed streets.  
 Major and Local storm drains were cleaned.  
 I responded to a water emergency call at multiple residents  
 Staff has begun entering data into our EGLE LCR database.  
 I have been working on all zoning permits and applications.  
 Staff continues to collect brush from residents on our weekly rout.  
 Staff and I attended a water confrence.  
 Staff has been working flawlessly to handle all Miss Dig Tickets.  
 Staff and I submitted our LCR water tests to Merit Labs and are currently working on getting those results out to the residents and EGLE.  
 Staff continues efforts to maintain our city's land waste area by consolidating all incoming brush and debris.  
 Staff and I are constantly involved with the West Street Project including remarking all of our water related underground utility.  
 I received 7 application for my open position at the DPW and have begun reviewing the resumes.

Charles Crouch  
 DPW Superintendent

**CITY OF JONESVILLE  
CASH BALANCES**

	August-2024	BANK BALANCE
<b>GENERAL FUND:</b>		
General Fund Now Checking	101-000-001	0.00
General Fund ICS	101-000-002	212,329.05
General Fund CLASS Acct	101-000-007	1,899,946.46
General Fund Cemetery CLASS Acct	101-000-007.100	103,443.03
General Fund Alloc of Assets CLASS	101-000-007.200	459,535.63
<b>MAJOR STREETS:</b>		
Major Streets Now Checking	202-000-001	10,368.46
Major Streets CLASS Acct	202-000-007	659,634.14
<b>LOCAL STREETS:</b>		
Local Streets Now Checking	203-000-001	24,289.09
Local Streets CLASS Acct	203-000-007	1,992,766.85
<b>STATE HIGHWAY:</b>		
State Highway Now Checking	211-000-001	17,084.97
<b>L.D.F.A.:</b>		
LDFA Operating Now Checking	247-000-001	7,783.72
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	3,204,001.84
<b>D.D.A.:</b>		
DDA Now Checking	248-000-001	8,206.25
DDA Operating CLASS Acct	248-000-007	115,528.37
<b>SEWER FUND:</b>		
Sewer Receiving Now Checking	590-000-001	108,234.03
Sewer Bond & Interest Checking	590-000-001.300	10.00
Sewer Receiving CLASS Acct	590-000-007	366,985.70
Sewer Plant Improv. CLASS Acct	590-000-007.200	1,436,493.91
<b>WATER FUND:</b>		
Water Receiving Now Checking	591-000-001	51,151.30
Water Receiving CLASS Acct	591-000-007	340,058.42
Water Plant Improvement CLASS Acct	591-000-007.100	427,474.88
Water Bond Reserve CLASS	591-000-007.200	66,096.35
Water RR&I Reserve CLASS	591-000-007.250	55,531.36
Water Tower Maint CLASS Acct	591-000-007.300	57,954.21
Water Maint CLASS Acct	591-000-007.400	98,270.91
<b>MOTOR VEHICLE POOL:</b>		
Motor Vehicle Pool Now Checking	661-000-001	395.48
Equip. Replace CLASS - Police Car	661-000-007.301	60,246.68
Equip. Replace CLASS - Fire Truck	661-000-007.336	58,582.16
Equip. Replace CLASS - DPW Equip	661-000-007.463	45.66
Equip. Replace CLASS - WWTP/Vactor	661-000-007.590	66,177.71
<b>CURRENT TAX:</b>		
Current Tax Checking	703-000-001	277,293.80
Current Tax Savings Account	703-000-002	43,844.35
<b>PAYROLL FUND CHECKING:</b>		
	750-000-001	4,166.68
<b>GRAND TOTAL</b>		<b>12,733,931.45</b>

**JONESVILLE SUMMER RECREATION PROGRAM**

**2024**

	<b>2024</b>	<b>2023</b>
<b>Baseball/Softball Registrations</b>	<b>300</b>	<b>273</b>
<b>Boys</b>	<b>179</b>	<b>150</b>
<b>Girls</b>	<b>121</b>	<b>123</b>
<b>City of Jonesville Residents</b>	<b>89</b>	<b>97</b>
<b>Non-City Residents</b>	<b>211</b>	<b>176</b>
<b>Teams</b>	<b>27</b>	<b>24</b>
<b>Communities Participating in Program</b>	<b>13</b>	<b>17</b>
<b>Addison, Allen, Hanover, Hillsdale,</b>		
<b>Homer, Jackson, Jerome, Jonesville,</b>		
<b>Litchfield, Montgomery, Mosherville,</b>		
<b>North Adams, Osseo &amp; Reading,</b>		
<b>Sponsors (3 Teams doubled on Sponsor)</b>	<b>30</b>	<b>28</b>
<b>Games Played</b>	<b>129</b>	<b>117</b>
<b>Games Played w/Umpires</b>	<b>110</b>	<b>77</b>
<b>Games Played w/Out Umpires (Coach Pitch)</b>	<b>50</b>	<b>40</b>
<b>Umpire Fees Paid</b>	<b>\$8,715.00</b>	<b>\$5,615.00</b>
<b>354 Team Shirts/Hats (Includes Coaches)</b>	<b>\$8,288.75</b>	<b>\$6,974.25</b>
<b>All-Star Game Participants</b>	<b>91</b>	<b>95</b>
<b>Trophies Awarded</b>	<b>67</b>	<b>63</b>
<b>Medals Awarded</b>	<b>295</b>	<b>245</b>
<b>Registration Fees Collected</b>	<b>\$11,040.00</b>	<b>\$10,065.00</b>
<b>Sponsor Fees Collected</b>	<b>\$8,250.00</b>	<b>\$7,700.00</b>
<b>Donations To Program (12 Businesses)</b>	<b>\$3,200.00</b>	<b>\$3,750.00</b>
<b>Concession Stand Sales</b>	<b>\$8,821.00</b>	<b>\$6,171.00</b>
<b>Concession Stand Supplies</b>	<b>\$5,134.63</b>	<b>\$4,113.44</b>
<b>Concession Stand Employees</b>	<b>\$1,825.00</b>	<b>\$2,175.00</b>
<b>Food Service Application/HC Health Dept</b>	<b>\$140.00</b>	<b>\$140.00</b>
<b>Pounds of Popcorn</b>	<b>200</b>	<b>150</b>
<b>Bags of Popcorn</b>	<b>1400</b>	<b>1050</b>
<b>Bags of Ice</b>	<b>260</b>	<b>255</b>

<b>Hot Dogs</b>	<b>960</b>	<b>900</b>
<b>Bottles of Water</b>	<b>680</b>	<b>520</b>
<b>Freeze Pops</b>	<b>2120</b>	<b>1560</b>
<b>Dill Pickles /20 Gallons</b>	<b>500</b>	<b>425</b>
<b>Subjects Ask To Leave a Game</b>	<b>1</b>	<b>1</b>
<b>Total Revenues</b>	<b>\$36,591.00</b>	<b>\$29,231.00</b>
<b>Total Expenditures</b>	<b>\$49,379.45</b>	<b>\$44,063.39</b>
<b>Hours Spent at Baseball/Softball Fields</b>	<b>150</b>	<b>90</b>
<b>Years as Recreation Director</b>	<b>27</b>	<b>26</b>

**I am thankful to have been able to be a part of the Recreation Program for Jonesville for so many years, and will treasure the memories I take with me (in a couple of years).**

**Cindy Means  
Recreation Director**