



**CITY COUNCIL MEETING AGENDA
JONESVILLE CITY HALL - 265 E. CHICAGO STREET - JONESVILLE, MI
JANUARY 15, 2025 - 6:30 P.M.**

- 1. CALL TO ORDER / PLEDGE OF ALLEGIANCE / A MOMENT OF SILENCE**
- 2. APPROVAL OF AGENDA** [Action Item]
- 3. PUBLIC COMMENTS**
Citizens may address the Council at this time, subject to the Rules for Addressing the City Council. *
- 4. PRESENTATIONS AND RECOGNITIONS**
 - A. Kevin Collins, Hillsdale County Commissioner
- 5. COUNCIL MINUTES**
 - A. December 18, 2024 Regular Meeting [Action Item]
- 6. BOARD AND COMMISSION MINUTES** [Action Item]
 - A. Region 2 Planning Commission – November 14, 2024 (Penrose)
 - B. Planning Commission – December 11, 2024 (Guyse)
 - C. Downtown Development Authority – December 17, 2024 (Arno)
 - D. Local Development Finance Authority – December 18, 2024 (Arno)
- 7. PUBLIC HEARING AND SUBSEQUENT COUNCIL ACTION**
 - A. None
- 8. UNFINISHED BUSINESS**
 - A. None
- 9. NEW BUSINESS**
 - A. Appoint Fire Department Officers [Action Item]
 - B. Board Appointments [Action Item]
 - C. Resolution 2025-01 – Board of Review Meeting Dates [ROLL CALL][Action Item]
 - D. Set Public Hearing – Ordinance No. 224 – Cross Connections [Action Item]
 - E. Cross Connection Inspection Contract [Action Item]
 - F. Planning Commission Annual Report and Work Plan [Action Item]
- 10. ACCOUNTS PAYABLE**
 - A. Accounts Payable for January totalling \$97,842.38 [Action Item]
- 11. DEPARTMENT REPORTS**
 - A. Public Safety
 1. Police – Public Safety Director Lance
 2. Fire – Deputy Chief Riggs
 - B. Water/Wastewater Treatment Plant – Superintendent Mullaly
 - C. Department of Public Works – Superintendent Crouch
 - D. Cash Report – Finance Director Spahr
- 12. ADJOURN**

*** Rules for Addressing the Jonesville City Council (Adopted 11/20/24)**

1. When a person addresses the Council, he or she shall state his or her name and home address.
2. Remarks should be limited to matters before the Council, to Council business or policy, or to issues of general concern that the Council has the authority to recommend or act upon.
3. Persons addressing the Council shall limit their comments to not more than five (5) minutes or other time limit set by the Chair. Persons addressing the Council may have comments presented by other individuals, but may not delegate additional speaking time to others. The Clerk will maintain the official time and notify the speakers when their time is up.
4. Remarks shall be addressed to the Chair in a courteous tone. Persons addressing Council who fail to conduct themselves with decorum may be removed from the meeting at the discretion of the Chair.
5. No person shall have the right to speak more than once unless additional opportunities are granted by the Chair.
6. Council members and staff will generally not respond to audience participation. Matters may be referred by the Council to the City Manager who may also be directed to provide a report at a subsequent meeting or date.



To: Jonesville City Council
From: Jeffrey M. Gray, City Manager 
Date: January 10, 2025
Re: Manager Report and Recommendations – January 15, 2025 Council Meeting

5. Council Minutes **[Action Item]**
This item is reserved for action on the minutes of the previous Council regular meeting.

6. 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.

PUBLIC HEARING AND SUBSEQUENT COUNCIL ACTION

7. A. None

UNFINISHED BUSINESS

8. A. None

NEW BUSINESS

9. A. Appoint Fire Department Officers **[Action Item]**
Pursuant to the Employee Handbook, Fire Department officers are appointed by recommendation of the Director of Public Safety to the City Manager and confirmed by the City Council. Attached is a memorandum from Director Lance with the recommended appointments to address a vacancy in the Fire Captain position. I recommend a motion to confirm the appointment of Fire Department officers, as follows: Fire Captain, Joe Luna and Fire Lieutenant, Adam Rose. *Please refer to the memorandum from Director Lance.*

9. B. Board Appointments **[Action Item]**
Library Board – Colleen Army’s term on the Jonesville District Library Board expired on December 31st. The Library Board has recommended her reappointment for a four-year term to end on December 31, 2028.

Local Development Finance Authority – Jonesville Community Schools is recommending that Abe Graves be appointed to complete Scott Campbell’s unexpired term through November of 2027. Mr. Campbell did not run for re-election to the School Board in the November election.

A motion is necessary to make these appointments. *Please refer to the minutes of the Jonesville District Library Board and the correspondence from Superintendent Erik Weatherwax.*

9. C. Resolution 2025-01 – Board of Review Meeting Dates [ROLL CALL][Action Item]

The attached resolution would establish the meeting dates and times for the Board of Review in March, July, and December on the days and times noted. The meetings will take place in City Hall. The purposes of each meeting are noted in the resolution, with the hearing of appeals to property assessments to take place on Monday, March 17th, as stated. I recommend approval of the resolution. A roll call vote is required to approve a resolution. *Please refer to the attached Resolution 2025-01.*

9. D. Set Public Hearing – Ordinance No. 224 – Cross Connections [Action Item]

The City Council approved a contract with HydroCorp in September to conduct residential cross connection inspections. 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 unsanitary water can backflow into drinking water. HydroCorp is recommending some amendments to the City's current cross connection ordinance to update references to EGLE and to add language regarding the testing of backflow prevention devices. An ordinance amendment requires a public hearing prior to Council action. It is recommended that a public hearing be set for the February 19, 2025 City Council meeting at 6:30 p.m. in the Jonesville City Hall. *Please refer to the proposed Ordinance No. 224.*

9. E. Cross Connection Inspection Contract [Action Item]

The City contracts separately for residential and non-residential cross connection inspections. The non-residential contract with HydroCorp is set for renewal. The contract proposes a 3.3% increase in the first year, and a 4% increase in the second year. Staff is pleased with the level of service that we have received and recommends approval of the contract in the amount of \$7,040.00 in year one, and \$7,321.60 in year two. *Please refer to the attached contract renewal proposal.*

9. F. Planning Commission Annual Report and Work Plan [Action Item]

The Planning Commission approved their 2024 Annual Report and adopted a Work Plan for 2025 at their January 8th meeting. These documents are provided to the City Council for informational purposes. I recommend a motion to accept the documents, as approved by the Planning Commission. These documents will be posted on the City website and available through City Hall. *Please refer to the attached Planning Commission 2024 Annual Report and 2025 Work Plan.*

Correspondence:

- Doug Baker re: Thank You
- Mitchell Lockwood Sewage Treatment Works Operator D License
- Lenore Spahr Continuing Education Certificate

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

**JONESVILLE CITY COUNCIL
Minutes of December 18, 2024**

A meeting of the Jonesville City Council was held on Wednesday, December 18, 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: Dean Adair II, Chris Grider, Brenda Guyse, George Humphries Jr., Andy Penrose and Annette Sands.

Also present: Manager Gray, DPW Supt. Crouch, Public Safety Director Lance, Deputy Fire Chief Riggs, Finance Director Spahr, Attorney Lovinger, WWTP Supt Mullaly, Steve Lanius, Chad and Nicole Benson, Lisa Adair, Don Toffolo, Doug Ingles, Joseph Luna, Adam Rose, Sarah Rose, Abigail Budd, Mason Rose and Lorelei Rose.

George Humphries Jr. led the Pledge of Allegiance and moment of silence.

A motion was made by Brenda Guyse and supported by Andy Penrose to approve the agenda as presented with two amendments; Add 4A – Oath of Office; Sarah L. Rose and 9.H. – Appointment to the Citizenship Committee. All in favor. Motion carried.

Steve Lanius, Hillsdale County Commissioner, provided an update of the Hillsdale County Commission.

Clerk Means administered the Oath of Office to Sarah L. Rose, Police Officer.

A motion was made by George Humphries Jr. and supported by Dean Adair II to approve the minutes of November 20, 2024 with one addition. All in favor. Motion carried.

Brenda Guyse made a motion and was supported by George Humphries Jr. to receive the minutes of the Planning Commission – November 13, 2024. All in favor. Motion carried.

The Public Hearing was opened at 6:43 p.m. for Ordinance No. 223 – Purchase, Sale and Lease of Property. No comments were made. The Public Hearing closed at 6:44 p.m.

A motion was made by Dean Adair II and supported by Chris Grider to approve Ordinance No. 223 – Purchase, Sale, and Lease of Property. This Ordinance amends Article V. of the City Charter to add procedures for the purchase, sale, and lease of property, in accordance with Chapter 13 of the City Charter. Roll Call Vote: Ayes: Dean Adair II, Chris Grider, Brenda Guyse, George Humphries Jr., Andy Penrose, Annette Sands and Gerry Arno. Nays: None. Motion carried.

Brenda Guyse made a motion and was supported by George Humphries Jr. to approve Resolution 2024-19 – Real and Personal Property Policies. The Resolution will establish policies for the purchase, sale, and lease of real property, as well as for the disposition of excess

personal property. Roll Call Vote: Ayes: Dean Adair II, Chris Grider, Brenda Guyse, George Humphries Jr., Andy Penrose, Annette Sands and Gerry Arno. Nays: None. Motion carried.

A motion was made by Andy Penrose and supported by Brenda Guyse to appoint Councilmember Chris Grider as a City Representative to the Hillsdale County Materials Management Plan (MMP) Committee, and Dean Adair II as an alternative representative. Commissioner Doug Ingles was in attendance to speak about the process of developing the Solid Waste Management Plan per the Michigan Department of Environment, Great Lakes, and Energy (EGLE) mandating the replacement. All in favor. Motion carried.

Annette Sands made a motion and was supported by Brenda Guyse to approve the recommendation from the Downtown Development Authority (DDA) for the Chicago Street Road Diet and Streetscape Plans. The plan includes Concrete Treatments and placement of trees, along with paving the entire length of US-12 within the City limits, as well as the north let of M-99. All in favor. Motion carried.

A motion was made by Brenda Guyse and supported by Dean Adair II to authorize the City Manager and City Clerk to execute a Consent to Grade Agreement to allow Michigan Department of Transportation (MDOT) to complete the work on City property, including waiver of the purchase cost. All in favor. Motion carried.

Andy Penrose made a motion and was supported by Annette Sands to create an additional full-time police officer recruit position. The Recruit Officer will be a full-time employee of the City whose academy training would also be sponsored by the City. Upon successful completion of the 20-week academy program, the individual would be promoted to Police Officer. The City is eligible to receive a grant to offset up to \$20,000 in salary, benefits, transportation and academy costs. All in favor. Motion carried.

A motion was made by George Humphries Jr. and supported by Brenda Guyse to authorize a waiver to the Purchasing Policy for the purpose of rebuilding the WWTP Raw Sewage Pumps, and awarding the contract to Kennedy Industries. The estimated cost of the rebuild is approximately \$23,000 per pump. All in favor. Motion carried.

Chris Grider made a motion and was supported by Dean Adair II to approve Pay Request No. 5 – West and Adrian Street Improvement Project in the amount of \$384,866.32. The request total largely covers storm sewer, asphalt, sidewalks, and road edge restoration. All in favor. Motion carried.

A motion was made by Brenda Guyse and supported by Chris Grider to approve the 2025 meeting calendar as presented. All in favor. Motion carried.

Andy Penrose made a motion and was supported by Dean Adair II to appoint Katie Griffiths as the Jonesville Community Schools representative to the Citizenship Committee for a three-year term through November 2027. All in favor. Motion carried.

A motion was made by Andy Penrose and supported by Brenda Guyse to approve the Accounts Payable for December 2024 in the amount of \$80,076.96. All in favor. Motion carried.

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

Mayor Arno adjourned the meeting at 7:54 p.m.

Submitted by:

Cynthia D. Means
Clerk

Gerald E. Arno
Mayor

Region 2 PLANNING COMMISSION

Serving Hillsdale, Jackson & Lenawee Counties

MEETING MINUTES

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

Thursday, November 14, 2024

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

Attendance:

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

Key: ✓ = present

Staff Present: Brett Gatz, Jacob Hurt, Jill Liogghio, Alissa Starling

Others Present: None.

II. Approval of the November 14, 2024 Agenda – The motion was made by Comm. Walz, supported by Comm. C. Pfeifer, to approve the November 14, 2024 agenda as presented. The motion carried unanimously.

- III. **Public Comment** – Chair Witt requested public comment. No public was in attendance.
- IV. **Approval of Full Commission Meeting Minutes for September 12, 2024** – The motion was made by Comm. VanDoren, supported by Comm. Walz, to approve the Full Commission meeting minutes of September 12, 2024 as submitted. The motion carried unanimously.
- V. **Receipt/Approval of Treasurer’s Report of October 31, 2024** – The motion was made by Comm. Penrose, supported by Comm. C. Pfeifer, to receive the October 31, 2024 Treasurer’s Report as presented and approve payment of the November 14, 2024 submitted bills. The motion carried unanimously.
- VI. **Staff Progress Report for September and October 2024** – The September and October 2024 staff progress reports were included in the agenda packet. Mr. Hurt presented highlights from the staff progress report for the months of September and October 2024.
- VII. **MPO/JACTS Update** – The MPO/JACTS Update was provided in the packet and Mr. Gatz provided highlights from that report.
- VIII. **Resolution of Financial Commitment Regarding the R2PC’s CEDS Grant Application and Resolution Authorizing Executive Director to Sign and Submit Documents Related to the R2PC’s CEDS Grant Application** – The motion was made by Comm. Minnick, supported by Comm. Swartzlander, to approve CEDS grant financial commitment and authorization for Executive Director to sign and submit CEDS documents. The motion carried unanimously.
- IX. **Other Business** – None.
- X. **Public Comment / Commissioners’ Comments** – None.
- XI. **Adjournment** – There being no further business, Chair Witt adjourned the meeting at 2:13 p.m.

Dale Witt
Chair

**CITY OF JONESVILLE
PLANNING COMMISSION
Minutes of December 11, 2024**

A City of Jonesville Planning Commission meeting was held on Wednesday, December 11, 2024 at the Jonesville City Hall, 265 E Chicago Street, Jonesville, MI. Chair Christine Bowman called the meeting to order at 7:05 p.m.

Present: Christine Bowman, Jim Ackerson, Brenda Guyse, Kayla Thompson, and Ryan Scholfield.

Absent: Ken Koopmans and One Vacancy

Also Present: Jeff Gray, Charles Crouch, Mike Miller (Key Opportunities), Hayden James, David Betz and via Zoom Rick Stout (Fleis & Vandenbrink).

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

Clerk Means administered the Oath of Office to Kayla Thompson.

A motion was made by Brenda Guyse and supported by Kayla Thompson to approve the agenda as presented. All in favor. Absent: Ken Koopmans and One Vacancy. Motion carried.

There were no corrections to the Minutes of November 13, 2024. All in favor. Absent: Ken Koopmans and One Vacancy. Motion carried.

Brenda Guyse made a motion and was supported by Jim Ackerson to approve the Site Plan Review request from MT Engineering/Key Opportunities for construction of Phase 1 of the Planned Unit Development at 439 Beck Street. Approval is based on the plans prepared by MTE Professional Engineering Services last revised on November 11, 2024. Approval is granted with a finding that the plans conform to the Planned Unit Development Agreement and Section 15.05 of the Zoning Ordinance, with the following conditions:

1. Any future signage would require application for a Sign Permit from the City prior to installation.
2. Pursuant to Section 2.18 of the Zoning Ordinance, light fixtures may not exceed a height of 20 feet and must be full cut-off to direct light downward.
3. Final design of water, sanitary sewer and storm sewer utilities will be subject to review and approval by the City Engineer.
4. The final design and location of the access to the City's Iron Removal Plant shall be subject to administrative review and approval of the City Zoning Administrator.

All in favor. Absent: Ken Koopmans and One Vacancy. Motion carried.

Rick Stout of Fleis & Vandenbrink joined via virtual meeting. Mr. Stout prepared a park layout and cost estimated, based on the "bubble concept" that was approved by the Planning Commission last month. Discussion ensued of the layout, project costs and priorities for potential project phasing. The January Planning Commission meeting will focus on a discussion of project priorities.

The 2019 Master Plan called for an evaluation of the properties in the HC (Highway Commercial) zoning district. Over the years there have been a large number of variances to develop several smaller properties in the district over the years. Intern Hayden James presented his report regarding the Highway Commercial Zoning District Study and provided various options to the Planning Commission. The Ordinance Amendment Sub-Committee consists of Christine Bowman, Jim Ackerson and Ryan Scholfield (replacing Annette Sands).

A motion was made by Jim Ackerson and supported by Brenda Guyse to refer the Highway Commercial Zoning District Study for review and recommendations to the Planning Commission Ordinance Amendment Subcommittee. All in favor. Absent: Ken Koopmans and One Vacancy. Motion carried.

Kayla Thompson made a motion and was supported by Ryan Scholfield to approve the 2025 Planning Commission meeting calendar as presented. All in favor. Absent: Ken Koopmans and One Vacancy. Motion carried.

Manager Gray provided updates.

The next meeting is scheduled for Wednesday, January 8, 2025 at 7:00 p.m.

The meeting was adjourned at 8:34 p.m.

Submitted by,

Cynthia D. Means
Clerk

**Jonesville Downtown Development Authority
Special Meeting
Minutes of December 17, 2024**

Present: Don Toffolo, Anthony Smith, Gerry Arno, Joe Ruden, Rick Jenkins and Chris Fast.

Absent: Abe Graves, Penny Sarles, and Mary Ellen Sattler.

Also Present: Larry Hummel, Fleis and Vandenbrink, and Manager Jeff Gray

Chairman Don Toffolo called the meeting to order at 8:30 a.m.

Anthony Smith made a motion and was supported by Rick Jenkins to approve the agenda as presented. All in favor. Absent: Abe Graves, Penny Sarles and Mary Ellen Sattler.

Larry Hummel with Fleis and Vandenbrink provided information regarding the Chicago Street Road Diet and Streetscape improvements, along with an excerpted set of the road diet plans and a set of options for treatment to the concrete where the pavers will be removed. Placement of trees were discussed and colored concrete options and patterns.

A motion was made by Anthony Smith and supported by Chris Fast to recommend for approval by the City Council the road diet and streetscape plans for Downtown Jonesville, with amendments described by Larry Hummel and including Option 4 of the Colored Concrete options and patterns (tan – Gray - Dark Gray) and arched shaped tree boxes.

Manager Gray provided updates regarding Christmas in Jonesville.

The next scheduled meeting is Tuesday, January 14, 2025 at 8:30 a.m.

The meeting was adjourned at 9:19 a.m.

Submitted by,

Cynthia D. Means
Clerk

**City of Jonesville
Local Development Finance Authority
Minutes of December 18, 2024**

Present: Gerry Arno, Scott Campbell, Victor Face, Steve Harding, Steve Lanius, and Rick Schaerer.

Absent: Linda Garcia and Erik Weatherwax.

Also Present: Jeff Gray and Sue Smith (EDP)

Chairman Schaerer called the meeting to order at the Jonesville City Hall, 265 E Chicago Street, Jonesville, MI at 8:30 a.m.

Gerry Arno made a motion and was supported by Scott Campbell to approve the agenda as presented, with one addition; 8.C. 2025 Economic Development Investment – Economic Development Partnership of Hillsdale County. All in favor. Absent: Linda Garcia and Erik Weatherwax. Motion carried.

A motion was made by Jim Parker and supported by Steve Lanius to approve the minutes of October 16, 2024. All in favor. Absent: Linda Garcia and Erik Weatherwax. Motion carried.

Scott Campbell made a motion and was supported by Jim Parker to accept the financial report through September 30, 2024. All in favor. Absent: Linda Garcia and Erik Weatherwax. Motion carried.

A motion was made by Jim Parker and supported by Scott Campbell to adopt the 2025 meeting calendar. All in favor. Absent: Linda Garcia and Erik Weatherwax. Motion carried.

Information was provided regarding the Industrial Park Crop Lease and the requirement to pay property taxes on the leased parcels. The current crop lease runs through December 31, 2026.

A motion was made by Scott Campbell and supported by Jim Parker to approve the 2025 EDP of Hillsdale County investment of \$15,000. All in favor. Absent: Linda Garcia and Erik Weatherwax. Motion carried.

Sue Smith, Executive Director of Economic Development Partnership of Hillsdale County, provided updates regarding Lean Rocket Lab Fellows Program 2025, Project Comet Update, Manufacturing Day, Sector Collaborative, Three D Plastics LLC, Hillsdale Exchange Club, Hillsdale City Council, Confidential Business Support and Jonesville Council.

Manager Gray and LDFA members provided updates.

The meeting was adjourned at 9:02 a.m.

Submitted by,

Cynthia D. Means
Clerk

Memo

To: Manager Jeff Gray
From: Director Mike Lance
CC: Jonesville City Council
Date: January 10, 2025
Re: Firefighter Promotions

Manager Gray,

On January 2, 2025, a promotional oral board was held at the Jonesville Fire Department for qualified fire personnel interested in promotion to vacant command positions of Fire Lieutenant and Fire Captain.

The promotional process included organizational and task-based questions and a fire response problem solving presentation.

I make the following recommendations for fire command officer promotion based on the results of the promotional process:

Lieutenant Joe Luna promoted to the position of Fire Captain

Sergeant Adam Rose to the position of Fire Lieutenant

Respectfully Submitted,

Director Lance

JONESVILLE DISTRICT LIBRARY

Board of Trustees

Regular Meeting—November 18, 2024



Present: Colleen Armey; Carol Betts; Dawn Clements; Dora Hartnagel; Connie Hutchinson; Laura Orłowski, Director

Absent: None

Guests: None

The regular monthly meeting, held at the library, of the Jonesville District Library Board of Trustees was opened at 6:01 p.m. by President Colleen Armey.

There was no public comment, though Director Laura Orłowski indicated that the December meeting would have a Woodlands representative here to address the board.

The minutes of the regular monthly meeting of October 21, 2024 were reviewed. Dora Hartnagel made the motion to approve those minutes and Carol Betts seconded. Motion was carried unanimously.

The treasurer's report was also offered. Armey made the motion to accept it as well as to authorize payment of the month's bills. Connie Hutchinson seconded. Motion passed on a unanimous vote.

A draft of a proposed budget for 2025 was presented. Following discussion, Hutchinson made the motion which was seconded by Armey to present the draft of this proposed budget at a public hearing to be set for 5:45 p.m. at the library on December 16, 2024. All voted in favor and the motion passed .

Director Orłowski reviewed many items in her monthly report. Included was an overview of some staff health issues and alternate methods of work completion, including some from-home computer work. Also noted was the fact of the newsletter having been completed and sent to patrons. E-resources are holding steady. The 1000 Books grant has been submitted to the HCCF. Promotion of the program will proceed. The State Aid grant is to be begun soon, hopefully with completion by the end of the year, well ahead of the state's deadline. Friends group will meet on November 19 at 6 with a fairly full agenda regarding assisting with upcoming holiday and other events. Summer Reading program information is now available; early steps of planning are getting started. Digitization is not yet begun as copyright matters must still be completed. The One Comet Community Read, planned for March and April of 2025, continues to see progress in development, though word on the grant application has not yet been received. Recent problems with the circulation system (Atrium) have been addressed. Measures to fix have been taken and staff awaits to see if final resolution has been accomplished. Other technical difficulties with sending emails have arisen. Orłowski is pursuing resolution. Staff evaluations will be presented to the board at the December meeting. Name plates and t-shirt orders continue. Orłowski attended a recent webinar on web accessibility law and found it informative and useful. Changes in the law will necessitate future board action to establish policies in this area. Other Library of Michigan updates regarding legislation affecting libraries were also reviewed.

Turning to Old Business, Orlowski was pleased to report that the elevator repairs are set to begin very soon. The elevator maintenance agreement presented at the October meeting with no action taken was again reviewed. Dawn Clements made the motion, supported by Betts, to accept the maintenance agreement with McNally Elevators that included quarterly inspection, testing and coverage of small parts (up to \$75.00). With all in favor, motion passed. No progress yet on installation of new drinking fountain. Carpet cleaning was discussed and pending involvement of volunteers from the Friends group, plans were set to work on Saturday, November 30 beginning at noon. Christmas Open House will be on Saturday, December 7 from 10 till 12. Santa will be present. Board members are asked to supply cookies/snacks and to be present to help as they are able. A handyman is now set to begin with various small maintenance chores. Gutter cleaning will begin soon, as a motion was made by Hartnagel and seconded by Betts to contract with Luke Kornak to accomplish this at a cost of \$875.00. This motion also carried on a unanimous vote. There have been donations of diapers to have on hand as an emergency supply. The mission statement was re-examined and modified slightly, this action being taken with the passing of a motion made by Hutchinson and seconded by Hartnagel.

Finally, the board turned to New Business. With her current term of service set to end this year, Armev agreed to serve another four-year term on the library board. Plans for holiday decorating were made. Friends will be invited to assist on Saturday, November 30, beginning at 12:30. Orlowski outlined a plan for potentially forgiving outstanding fines through the month of December, pending board approval of such a plan. Motion was made by Hutchinson, supported by Armev to approve offering forgiveness of fines in exchange for a donation of canned foods for local food pantries or items for the Greater Hillsdale Humane Society. Motion carried. A nearly final point of discussion was the recurring problem with the broken handle of the downstairs toilet. Orlowski will look into the cost of replacing the outdated toilet. Hutchinson did then hand out Director evaluation forms for all board members to complete and return by December 6. Compiled results will be discussed at the December 16 meeting. Annual bonuses and gifts to staff were discussed. Hutchinson made the motion to direct Orlowski to process bonus checks in net amounts of \$200.00 for Director Orlowski, net \$100.00 for staff members Mary Smith, Liz Baker and Jody Charboneau. Armev seconded. All voted in favor and the motion carried. Armev offered to collect from all board members money (to be in her hands by December 10) to be used to purchase gifts for all staff members.

The meeting was adjourned at 7:53 p.m.

Respectfully submitted,

Connie Hutchinson, Secretary

Attest: _____

Jeff Gray

From: Erik Weatherwax <eweatherwax@jonesvilleschools.org>
Sent: Wednesday, January 8, 2025 11:19 AM
To: Jeff Gray
Subject: Abe Graves

Jeff,

I'm writing to inform you that Abe Graves has volunteered to serve on the LDFA filling Scott Campbell's vacancy.

Thank you,
Erik Weatherwax
Superintendent
Jonesville Community Schools
eweatherwax@jonesvilleschools.org
517-849-9075

CITY OF JONESVILLE
COUNTY OF HILLSDALE
STATE OF MICHIGAN

RESOLUTION – MEETINGS OF THE BOARD OF REVIEW

At a Regular Meeting of the City Council of the City of Jonesville, County of Hillsdale, State of Michigan, held in City Hall in said City on the 15th day of January, 2025, at 6:30 p.m.

PRESENT:

ABSENT:

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

WHEREAS, Chapter 10 of the Jonesville City Charter provides the minimum meeting requirements of the Board of Review; and

WHEREAS, Section 10.10 of said Charter states that the City Council shall designate the sessions and place of said meetings.

NOW, THEREFORE BE IT HEREBY RESOLVED that the Board of Review shall convene in City Hall, located at 265 E. Chicago Street, Jonesville, Michigan, for the following sessions:

First Session: commencing on Monday, March 3rd at 5:00 p.m., and continuing as much longer as may be necessary for the purpose of considering and correcting the roll.

Second Session: Monday, March 17th, from 9:00 a.m. to 9:00 p.m., and continuing as long as may be necessary for the purpose of hearing appeals of property assessments. Appeals may be made in advance of the meeting via letter, email or telephone.

July Session: Wednesday, July 23rd, commencing at 12:00 p.m., and continuing for as long as may be necessary, for the purpose of correcting clerical errors, and considering poverty exemption and other requests.

December Session: Monday, December 8th, commencing at 12:00 p.m., and continuing for as long as necessary, for the purpose of correcting clerical errors, and considering poverty exemption and other requests.

AYES: Council Members:

NAYS: Council Members:

ABSENT: Council Members:

Cynthia D. Means, Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Jonesville, County of Hillsdale, Michigan at a Regular Meeting held on the 15th day of January, 2025, and that public notice was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

Cynthia D. Means, Clerk

**CITY OF JONESVILLE
ORDINANCE NO. 224**

AN ORDINANCE TO AMEND CHAPTER 34, ARTICLE II, DIVISION 2
REGARDING CROSS CONNECTIONS.

THE CITY OF JONESVILLE ORDAINS:

Section 1. Amend Sections 34-41 and 34-42 of the Code of Ordinances to reference the Michigan Department of Environment, Great Lakes, and Energy, as follows:

Sec. 34-41. Rules adopted.

The city adopts by reference the Water Supply Cross Connection Rules of the Michigan Department of Environment, Great Lakes, and Energy being R325.11401 to R 325.11407 of the Michigan Administrative Code.

Sec. 34-42. City to cause inspections.

It shall be the duty of the city water supply system to cause inspections to be made of all properties served by the public water supply where cross connections with the public water supply is deemed possible. The frequency of inspections and reinspections based on potential health hazards involved shall be as established by the city water supply system and as approved by the Michigan Department of Environment, Great Lakes, and Energy.

Section 2. Amend Sections 34-47 and 34-48 to reference backflow testing requirements of the State of Michigan.

Sec. 34-47. Backflow testing.

All testable backflow prevention assemblies shall be tested initially upon installation, relocation and/or repair to be sure that the assembly is working properly. Subsequent testing of assemblies shall be on an annual basis or as required by the City and in accordance with Michigan Department of Environment, Great Lakes, and Energy requirements. Only individuals that hold an active ASSE 5110 tester's certification shall be qualified to perform such testing. That individual(s) shall certify the results of his/her testing.

Sec 34-48. Division to supplement other codes.

This division does not supersede the state or city plumbing code but is supplementary to them.

Section 3. Publication and Effective Date

This ordinance shall be in force and effect seven (7) days after its publication in a newspaper of general circulation within the City.

YEAS:

NAYS:

ABSENT:

ORDINANCE DECLARED ADOPTED BY THE CITY OF JONESVILLE ON THE _____ DAY OF _____, 2025.

Gerald E. Arno, Mayor

Cynthia D. Means, Clerk

CERTIFICATION

I, Cynthia D. Means, being the Clerk of the City of Jonesville, do hereby certify that the foregoing is a true and correct copy of the City of Jonesville Ordinance No. 224, passed on the ____ day of _____, 2025. Further, I certify I caused the same to be published in a newspaper of general circulation within fifteen (15) days after adoption by the City Council of the City of Jonesville, County of Hillsdale and State of Michigan.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2025.

Cynthia D. Means, Clerk

Renewal Service Agreement

DEVELOPED FOR

Jeffrey Gray

Jonesville, City Of

265 E Chicago St
Jonesville, MI, 49250

12/18/2024

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.

HYDR CORP™

THE SAFE WATER AUTHORITY™

CROSS-CONNECTION CONTROL / BACKFLOW PREVENTION

WATER SYSTEM SURVEYS / AUDITS

PIPE SYSTEM MAPPING AND LABELING

WATER SAMPLING AND ANALYSIS / RISK ASSESSMENTS

PROGRAM AND PROJECT MANAGEMENT

COMPLIANCE ASSISTANCE / DOCUMENTATION



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

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APPENDIX - QUALIFICATIONS 10

Statement of Work

HydroCorp™ will provide the following services to the Jonesville, City Of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Jonesville, City Of with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the Jonesville, City Of and HydroCorp, you may expect completion of the following elements within an 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company 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 protocols 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.

1.2. Inspections. Company will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic 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)

1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner’s expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 88.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$163.20. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division . Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Policy Manual. Company 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 Client.

1.13. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. Data Management. Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16. Vacuum Breakers. HydroCorp will provide up to six (6) 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.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$586.67	\$7,040.00
2	\$610.13	\$7,321.60
Contract Total		\$14,361.60

Contract Amount is based upon a 24 Months and shall renew in 12-month increments after unless written cancellation by either party received at least 60 days prior to next renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 2/1/2025.

Jonesville, City Of

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

**HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the

Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous

sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the "**Company Representatives**") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire", Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As used herein: (a) "**Deliverables**" mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) "**Intellectual Property Rights**" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client's reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "**Pre-Existing Materials**" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by

Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "**Client Materials**" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities

inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. **Confidentiality.** From time to time during the Term, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as “confidential” (“**Confidential Information**”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party’s possession prior to Disclosing Party’s disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party’s Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party’s legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, “**Representatives**” mean a Party’s affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. **Indemnification.** Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client’s breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, “**Losses**” mean all losses, damages,

liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. **Limited Warranty.**

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company’s sole and exclusive liability and Client’s sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client’s written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY

AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars

(\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its

own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION

ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

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 110,000 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 the 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 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & 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.

This report is provided in accordance with the Michigan Planning Enabling Act (MPEA), Public Act 33 of 2008. It reports the Commission's operations during the 2024 calendar year and the status of planning activities.

Development Activities

The following development applications were reviewed by the Planning Commission in 2024:

- The Planning Commission approved a site plan submitted by Stoll Metal Sales, LLC for an 8,100 square foot addition that connects two existing buildings at their facility located at 590 Olds Street. The addition is intended for manufacturing and storage.
- The Planning Commission approved the site plan for the first phase of the supportive housing project proposed by Key Opportunities, Inc. The project would provide housing and support services to persons with disabilities. The first phase includes eleven single-family units, one quad-plex unit, renovation of the existing clubhouse for facility operations, and construction of a caretaker residence.

Ordinance Amendments

The Planning Commission has appointed a standing **Ordinance Subcommittee** for the review and recommendation for potential amendments on an as-needed basis. The Planning Commission received a report and analysis of the HC (Highway Commercial) zoning district late in the year. The report has been referred to the Ordinance Subcommittee to develop potential ordinance amendments for consideration in 2025.

Recreation Plan

The 5-Year Recreation Plan was adopted in 2024, following a public hearing at the Planning Commission and approval by the City Council. Plan implementation subsequently began with playground improvements at Carl Fast Park. Funds were budgeted in the current fiscal year, as recommended by the Planning Commission, for addition of rubber mulch and borders to the Carl Fast Park playground, as well as the purchase of new waste receptacles for Carl Fast and Wright Street Parks. A land donation was secured for a dog park at Wright Street Park.

The Planning Commission has also engaged the services of Fleis and Vandenbrink for the development of a concept plan for Wright Street Park. The concept plan will include illustrations of the various future improvements to the park, prioritization of improvements, project cost estimates, and potential grant and financing options. Concept plan work is anticipated to be complete in early 2025.

Master Plan

The Planning Commission approved the revised development Master Plan at their meeting on January 9, 2019. The City Council subsequently approved the Plan by resolution on January 16, 2019. Per the MPEA, at least every 5 years after adoption of a Master Plan, a Planning Commission shall review the plan and determine whether to commence the procedure to amend or adopt a new plan. The Plan was updated in March, when the Recreation Plan was incorporated as an appendix and the Action Plan was amended accordingly.

Chapter 5 of the Master Plan includes an implementation plan and identifies priorities to be completed by various City boards and committees. The following highlights several accomplishments to date:

- Staff is working with a developer on the implementation of a development and sale agreement for **the former Klein Tool Building**. This project was the top community priority in the Master Plan. If the project is successful, the site will be developed for mixed-uses, including retail near Chicago Street and a multi-story market rate apartment building.
- The DDA is collaborating with the Michigan Department of Transportation (MDOT) on **future capital projects**, including streetscape improvements and a potential “road-diet” for Chicago Street through Downtown. Project plans were approved in late 2024 and the project is currently expected to go to bid for construction 2025.
- **West and Adrian Street** were reconstructed. New sidewalks were added from the Maumee and Adrian intersection to the Fayette and West intersection, filling an important sidewalk gap in the first block west of the Elementary School.

Additional information regarding the updated Master Plan can be found on the City’s website at <http://jonesville.org/Boards/PlanningCommission/MasterPlanandEconomicDevelopment.aspx>.

Redevelopment Ready Communities

The Michigan Economic Development Corporation (MEDC) **Redevelopment Ready Communities (RRC) program** is designed to promote effective redevelopment strategies through a set of best practices. In order to engage in the program, interested communities must complete training, a self-evaluation of current practices, and pass a resolution expressing intent to participate in RRC. The City engaged in the program in 2018 and has been updating practices toward certification.

There were no milestones in 2024 related to the program. Completion of additional Essentials expectations will be a future goal.

Capital Improvement Planning

The Planning Commission completed a review of near- and long-term infrastructure projects, through the review of the 2024-25 through 2029-30 **Capital Improvement Program (CIP)**. The review included a discussion of the interface of this planning document with the annual budget, including the budget allocations for priorities identified in the Master Plan. The Planning Commission recommended funding for implementation of the Recreation Plan in the FY2024-25 budget, that was subsequently approved by the City Council.

Review of the CIP by the Planning Commission is important to assure that budget objectives are consistent with the long-range plan of the community.

The Planning Commission annually develops a proposed work plan to identify its upcoming priorities. The approved plan will be submitted to City Council. The proposed plan, below, is provided in accordance with the Michigan Planning Enabling Act, Public Act 33 of 2008.

Following the adoption of the updated Recreation Master Plan, the Planning Commission has focused on plan implementation. These included playground and support facilities improvements, and development of a concept plan for Wright Street Park. Outside of the Planning Commission, staff time has been focused on implementation of Master Plan priorities, including DDA infrastructure projects and coordination of State incentives for the Riverview Flats development. A commercial zoning ordinance study was completed late in the year by an intern.

Priority Goals

- ❖ Implement the Recreation Master Plan
 - Complete the Wright Street Park Concept Plan, including recommendations for phasing and funding to the City Council
 - Complete Carl Fast Park playground improvements and updates to waste receptacles
- ❖ Redevelopment Ready Sites
 - Provide timely reviews for the Riverview Flats site
 - Work with willing property owners to identify and market additional priority sites
- ❖ Ordinance Review and Amendment (as needed)
 - Consider ordinance amendments for small HC (Highway Commercial) zoned properties, based on the recently completed study

As Time Allows Goal

- ❖ Redevelopment Ready Communities Objectives
 - Formalize the Public Participation Plan utilized by the Planning Commission
 - Align City goals with program goals to progress with certification

Ongoing Activities

- ❖ Timely Development Reviews
- ❖ Economic Development Strategy
 - Annually review the Strategy with other development boards and committees
- ❖ Infrastructure Planning and Development
 - Conduct annual review of Capital Improvements Program for consistency with community development objectives

01/16/2025

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
BAKER, VICKI/B & B CLEANING,	CITY HALL/JPD/JFD CLEANING SERVICES	405.00
BENDZINSKI & CO MUN FINANCE	ALOCAL/WWTP - CONTINUING DISCLOSURE	1,000.00
BRINER OIL CO., INC.	MVP - BULK TANK	325.64
	JPD/DPW/WWTP GASOLINE	208.76
	JFD - GASOLINE	56.77
	MVP - BULK TANK	325.27
	MVP - SUPPLIES	27.20
	JFD - GASOLINE	232.23
	MVP/WWTP/JPD - GASOLINE	370.95
		1,546.82
BUTTERS EXCAVATING & LAWN CARCEMETERY MAINT/SEXTON SERVICES		3,741.67
CMP DISTRIBUTORS, INC.	JPD - EQUIPMENT	1,299.45
	JPD - EQUIPMENT	469.00
		1,768.45
COMPASS MINERALS AMERICA	SALT	3,177.81
CONSUMERS ENERGY	JFD - EMERGENCY SIREN ELECTRICITY	42.51
	IRON REMOVAL PLANT ELECTRICITY	1,310.96
	500 IND PKWY SPRINKLER METER ELECTRICITY	31.55
	598 IND PKWY SPRINKLER METER ELECTRICITY	29.19
	100 DEAL PKWY SPRINKLER METER ELECTRICITY	34.07
	WATER TOWER ELECTRICITY	92.73
	WWTP ELECTRICITY	4,346.03
	WRIGHT ST PARK ELECTRICITY	35.27
	DPW BUILDING ELECTRICITY	110.60
	CITY HALL ELECTRICITY	181.78
	RADIO TOWER ELECTRICITY	36.45
	JFD ELECTRICITY	191.12
	JPD ELECTRICITY	160.98
	CITY HALL SECOND FLOOR ELECTRICITY	29.05
	CARL FAST PARK ELECTRICITY	88.60
	DDA - METERED PARKING LOT LIGHT ELECTRICITY	38.36
	FREEDOM MEMORIAL ELECTRICITY	48.27
	DDA - UNMETERED PARKING LOT LIGHT ELECTRICITY	36.32
	CITY-WIDE STREET LIGHT ELECTRICITY	1,240.85
	DOWNTOWN/STREETSCAPE LIGHT ELECTRICITY	473.40
	CITY-WIDE LED STREET LIGHT ELECTRICITY	1,927.86
	CEMETERY ELECTRICITY	39.40
		10,525.35
CSZ SERVICES, LLC	ASSESSOR SERVICES	5,670.00
CURRENT OFFICE SOLUTIONS	JPD COPIER MAINTENANCE	39.10
DEPENDABLE FIRE APPARATUS, LIJFD - TRUCK 535 SERVICE		1,825.33
	JFD - TRUCK 569 SERVICE	1,849.04
	JFD - TRUCK 575 SERVICE	229.43
	JFD - TRUCK 572 SERVICE	697.13
	JFD - TRUCK 539 SERVICE	489.62
		5,090.55
DR LAB SERVICES, LLC	WWTP - LAB MAINTENANCE	1,840.00
DRAKE JERRY	UB refund for account: 000859-00	220.85
EDP OF HILLSDALE COUNTY	LDFA - ANNUAL SPONSORSHIP	15,000.00
FERGUSON WATERWORKS #3386	WATER - ANNUAL SOFTWARE FEE	6,441.35
FIRST NATIONAL BANK OMAHA	CHRISTMAS DECORATIONS	2,000.00
FLEIS & VANDENBRINK ENG, INC.	PARKS - DOG PARK SURVEY	2,900.00
	PARKS - DOG PARK SURVEY	975.00
		3,875.00
GALLS	JPD - UNIFORMS	58.92
	JPD - UNIFORMS	40.67
		99.59
GANNETT MICHIGAN LOCALIQ	AUDIT AVAILABILITY/HEARING NOTICE ADS	119.90
GREENMARK EQUIPMENT	MVP - LEAF VAC REPAIR	24.20
	MVP - HYDRAULIC LINE/TRUCK 8	143.80
		168.00
GRIFFITHS MECH CONTRACTING, IWWTP - GRIT BUILDING HEAT REPAIR		441.50
HENRY FORD JACKSON OCC HEALTHJFD/WWTP - PRE-EMPLOYMENT/CDL PHYSICALS		350.00

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
HILLSDALE COUNTY CLERK	NOVEMBER ELECTION EXPENSES	1,084.26
HILLSDALE COUNTY TREASURER	2024 TAX ROLL MAINT/WINTER TAX BILLS	1,739.90
HYDROCORP, INC	WATER - COMMERCIAL CROSS CONNECTION PROGRAM	568.00
	WATER - RESIDENTIAL CROSS CONNECTION PROGRAM	504.00
		1,072.00
JONESVILLE HARDWARE	SUPPLIES/REPAIRS	390.42
JONESVILLE, CITY OF	CITY HALL WATER/SEWER	52.95
	JFD WATER/SEWER	59.03
	JPD WATER/SEWER	52.95
	DPW WATER/SEWER	56.07
	WWTP WATER/SEWER	135.33
	WRIGHT ST PARK WATER/SEWER	39.70
	L DFA - IND PARK LOT 1 PROP TAX	268.37
	L DFA - IND PARK LOT 2 PROP TAX	193.40
	L DFA - IND PARK LOT 4 PROP TAX	238.74
	L DFA - IND PARK LOT 5 PROP TAX	214.32
	L DFA - IND PARK LOT 7 PROP TAX	462.88
	L DFA - IND PARK LOT 15 PROP TAX	249.18
	L DFA - IND PARK LOT 16 PROP TAX	182.94
		2,205.86
KERR PUMP & SUPPLY	WWTP - PUMP REPLACEMENT	14,915.00
LRS, LLC	CITY HALL/WWTP/DPW TRASH SERVICE	87.00
	JPD/JFD - TRASH/CITY RECYCLING	130.00
		217.00
MERIT LABORATORIES	WWTP - TESTING	402.00
	WWTP - TESTING	402.00
		804.00
MICHIGAN GAS UTILITIES	WWTP GAS/HEAT SERVICE	1,914.02
	IRON REMOVAL PLANT GAS SERVICE	246.12
	JPD GAS/HEAT SERVICE	106.88
	JFD GAS/HEAT SERVICE	315.24
	GAS LIGHT SERVICE	58.43
	DPW BUILDING GAS/HEAT SERVICE	186.42
	CITY HALL GAS/HEAT SERVICE	140.98
		2,968.09
MICHIGAN WATER ENVIRONMENT	ASLOCKWOOD - MEMBERSHIP RENEWAL	100.00
MISS DIG 811	ANNUAL MEMBERSHIP FEE	1,347.31
MY-LOR, INC	JFD - SUPPLIES	30.26
NORM'S AUTO-JONESVILLE	JPD - TIRE REPLACEMENT/21 FORD	171.50
NORTH EAST FABRICATION CO,	INMVP - LEAF VAC REPAIR	75.00
PARAGON LABORATORIES, INC.	WATER - TESTING	150.00
PERFORMANCE AUTOMOTIVE	SUPPLIES/REPAIRS	126.06
POSTMASTER	POSTAGE - WATER/SEWER BILLS	365.40
POWERS CLOTHING, INC.	JFD - UNIFORM SHIRT	31.50
	MVP - WINTER GEAR	422.96
		454.46
PRIORITY ONE EMERGENCY, INC	JPD - UNIFORMS	451.87
	JPD - UNIFORMS	624.91
	JPD - UNIFORMS	10.99
	JPD - UNIFORMS	219.30
		1,307.07
ROSE, SARAH	JPD - ACADEMY MILEAGE	328.30
	JPD - ACADEMY MILEAGE	525.28
		853.58
SAM'S CLUB/SYNCHRONY BANK	CITY HALL/JPD/WWTP/DPW - SUPPLIES	312.30
STATE OF MICHIGAN	WWTP - BIOSOLIDS LAND APPLICATION FEE	675.12
STOCKHOUSE CORPORATION	JPD/JFD - LAMINATE/BIND BOOKS	514.50
TRI-COUNTY INTERNATIONAL	TRUCMVP - OIL SUPPLIES/TRUCK 8	183.02
UNIFIRST CORPORATION	WWTP - UNIFORM RENTAL	385.26
	WWTP - UNIFORM RENTAL	(335.17)
	WWTP - UNIFORM RENTAL	53.89
	MVP - SHOP TOWELS	17.25
	WWTP - UNIFORM RENTAL	48.44

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
	CITY HALL/JPD - FLOOR MATS	35.25
	MVP - SHOP TOWELS	17.25
	WWTP - UNIFORM RENTAL	48.44
	WWTP - UNIFORM RENTAL	42.99
		313.60
UNIQUE PAVING MATERIALS CORP	COLD PATCH	187.88
USA BLUEBOOK	WWTP - SUPPLIES	119.70
	WWTP - SUPPLIES	832.28
	WWTP - SUPPLIES	35.95
	WWTP - SUPPLIES	115.65
	WWTP - SUPPLIES	119.78
		1,223.36
VC3, INC.	EXCHANGE ONLINE - DEC 2024	104.00
	CLOUD PROTECTION - DEC 2024	56.00
	CLOUD PROTECT CREDIT	(4.00)
		156.00
VERIZON WIRELESS	JPD/WWTP/DPW-CELL PHONES/RADIO TOWER/JPD/JFD-MODEM:	378.49
	Total:	97,842.38

Jonesville Police Department

116 West Chicago Road
Jonesville, Michigan. 49250

911 Police Service Administration (517) 849-2101

FAX (517) 849-2520

ACTIVITY SUMMARY FOR DECEMBER 2024

Total reports written: 33
Fraud/Bad Checks: 1
Assault and Battery: 1
Larceny Other: 0
Theft from Motor Vehicle: 0
OWID: 1
Retail Fraud: 4
Intimidation/Stalking: 1
Damage to Property: 0
Non-Violent Domestic: 0
Driving Law Violations: 7
Obstructing Justice: 1
Public Roadway Accidents: 2
Private Property Accidents: 0
Other Arrests: 2 (warrants, traffic-DWLS/Revoked, etc.)
Civil Matter/Family Disputes: 1
Health and Safety Violation: 1
Medical Emergency: 3
Record Check: 1
Trespass: 1
Lost and Found Property: 0
Suspicious Situations: 6
General Assistance: 1
Traffic/Moving Violations: 37
Warrants Received from Prosecutor: 6



114 W. Chicago St.

Jonesville, MI 49250

(517) 849-2101

Runs for December 2024

Run	Members	Date	Type of call	Location	City	Fayette	Scipio	Mutual	Training
190	9	12/2/2024	Structure Fire	n west st & e bacon st				X	
191	8	12/2/2024	Structure Fire	E. Bacon & West St				X	
192	5	12/3/2024	MVA	E Chicago RD & Half Moon Lake RD			X		
193	9	12/4/2024	Wires Down	hastings lake & concord rd		X			
194	7	12/6/2024	Trainings	Wright St Pk to Carl Fast Pk					X
195	8	12/7/2024	Structure Fire	260 Gaige St.	X				
196	7	12/7/2024	Public Relations	Wal-Mart					X
197	7	12/8/2024	Structure Fire	56 charles st				X	
198	3	12/9/2024	Assist Medical	7560 W Chicago Rd Allen				X	
199	6	12/9/2024	Odor Investigation	303 Case St	X				
200	10	12/11/2024	Trainings	Sta 5					X
201	4	12/12/2024	Fire Alarm no Fire	260 Gaige St	X				
202	7	12/12/2024	Structure Fire	2856 W. Carleton Rd #38				X	
203	4	12/13/2024	PDC Accident	US-12 & West St	X				
204	5	12/15/2024	Assist Medical	4355 homer rd		X			
205	4	12/15/2024	CO Alarm	308 Case St	X				
206	9	12/19/2024	Sta 5 Equipment Inspections	Sta 5					X
207	3	12/20/2024	Accident Disregard	North Adams Rd./Half Moon Lk		X			
208	4	12/21/2024	Structure Fire	11 Graceland Dr				X	
209	5	12/23/2024	Structure Fire	8480 Hallett Rd, Allen				X	
210	7	12/27/2024	SWAT Team Support	7364 Cranberry Lk Rd			X		
211	5	12/27/2024	Structure Fire	357 Village Green BLVD				X	
212	3	12/28/2024	Assist Medical	613 Cedar Ct	X				
213	4	12/28/2024	Assist Medical	526 W. Chicago St	X				
214	5	12/30/2024	Structure Fire	1631 North Adams Rd.		X			
215	6	12/31/2024	Assist Medical	411 Parkwood A6	X				
216	4	12/31/2024	CO Alarm	204 Evans St	X				

Monthly Calls

Year Total Type of Call

City	Fayette	Scipio	Mutual
72	48	28	33
Training			
35			

Total for December

27

Total for the Year

216

	City	Fayette	Scipio	Mutual	Training	Totals
January	8	7	3	2	3	23
February	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	5	7	0	3	4	19
October	8	3	6	1	4	22
November	5	6	4	2	2	19
December	9	4	2	8	4	27
Totals	72	48	28	33	35	216

MONTHLY OPERATING REPORT

December 2024

SUBMITTED: January 07, 2024

WATER FLOW

MAXIMUM	205,000
MINIMUM	109,000
AVERAGE	150,000
TOTAL	4.640 MG

WASTEWATER FLOW

MAXIMUM	301,100
MINIMUM	186,800
AVERAGE	225,500
TOTAL	6.9913 MG

CALLOUTS: No Callouts.

OPERATION & MAINTENANCE

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

The Wastewater Plant Laboratory processed 134 Bacteria tests, 24 Nitrate tests and 12 Nitrite tests in December 2024. **Totaling \$3,400.** The annual totals to date are 1,737 Coliform Bacteria, 308 Nitrates, and 175 Nitrites. **Totaling \$44,400** for 2024.

Aladdin Electric canceled transformer repairs due to cold temperatures adversely affecting oil screening and transferring. We will reschedule in the spring.

The vector truck tank was repaired by Morgan's Welding and is back in service.

Mitchell Lockwood obtained his D Wastewater license.

We received the sampling equipment from Merit Labs and have begun our MAHL sampling and PFAS sampling at Martinrea, K&K Tannery, Murphy St., West St. and at the Wastewater Treatment Plant.

Warranty work has begun on two of our Xylem processed water pumps at the wastewater plant.

5-Day Biochemical Oxygen Demand

NPDES Permit 30 Day Average Limit is 20 mg/l

NPDES Permit Daily Maximum-30 mg/l

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

Jonesville Monthly Average—2.0 mg/l

Average Percent Removal from the Raw Wastewater—98.5 %

Daily Maximum—2 mg/l

Total Suspended Solids

NPDES Permit Limit is 20 mg/l

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

Jonesville Monthly Average—2.1 mg/l

Average Percent Removal from the Raw Wastewater—98.9%

Daily Maximum—20 mg/l

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—0.40 mg/l

Average Percent Removal from the Raw Wastewater—90.9 %

Ammonia Nitrogen

Monthly Average Limit is Report

Daily Maximum Limit is 7.0 mg/l

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

Jonesville Monthly Average—0.021 mg/l

Average Percent Removal from the Raw Wastewater—99.8%

Jonesville Daily Maximum—0.061 mg/l

Shawn Mullaly

City of Jonesville DPW Monthly Report

December 2024

Staff and I coordinated the grinding of the M-99 South Rail Road tracks intersection.

Staff and I have been responding to MISS DIG tickets.

Staff and I have begun the winter salting/plowing season!

Staff and I have completed the summary of a “punch list” for the recently completed West Street reconstruct project.

Staff and I help residents with discolored water coming into their home.

Staff has completed collecting leaves from the seasonal leaf rout.

Staff and I completed finalizing Christmas in Jonesville for December 6th

Staff and I trimmed multiple trees around the city.

Staff and I completed the yearly maintenance on our city’s leaf truck equipment and winterized it till the next season.

City Hall Staff and I completed a walkthrough of the completed West Street project with Pat from Wolverine Engineering.

Staff and I replaced broken curb stop at resident on Wright Street.

Staff and I continue to work with residents assisting them with water shut-offs so they can make internal repairs to there plumbing as needed.

Staff and I have been assisting residents with other individual water concerns like low flow issues and high usage issues.

Staff replaced old gate valve and leaking meter horn at a resident on Orvill Street.

I completed a new yearly road salt contract with Compass Minerals for our 2025 winter salting season.

Staff has begun working on our winter maintenance of our city’s trucks and large equipment.

I ordered and received the calcium chloride for this winter’s salt/sanding season.

I ran a new Data cable at city hall for a new camera.

Staff and I worked and flushed a couple older fire hydrants around a larger industrial customer in town.

I planned a water education class for staff and I that will take place the first week in February.

Charles Crouch
DPW Superintendent

**CITY OF JONESVILLE
CASH BALANCES**

	December-2024	BANK BALANCE
GENERAL FUND:		
General Fund Now Checking	101-000-001	0.00
General Fund ICS	101-000-002	82,001.67
General Fund Fire Insurance Escrow	101-000-002.100	15,520.12
General Fund CLASS Acct	101-000-007	2,189,175.97
General Fund Cemetery CLASS Acct	101-000-007.100	105,144.30
General Fund Alloc of Assets CLASS	101-000-007.200	467,092.39
MAJOR STREETS:		
Major Streets Now Checking	202-000-001	72,660.21
Major Streets CLASS Acct	202-000-007	671,590.43
LOCAL STREETS:		
Local Streets Now Checking	203-000-001	7,931.28
Local Streets CLASS Acct	203-000-007	823,285.55
STATE HIGHWAY:		
State Highway Now Checking	211-000-001	18,213.34
L.D.F.A.:		
LDFA Operating Now Checking	247-000-001	12,403.94
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	3,550,864.59
D.D.A.:		
DDA Now Checking	248-000-001	4,265.92
DDA Operating CLASS Acct	248-000-007	117,919.54
SEWER FUND:		
Sewer Receiving Now Checking	590-000-001	53,929.00
Sewer Bond & Interest Checking	590-000-001.300	10.00
Sewer Receiving CLASS Acct	590-000-007	373,870.77
Sewer Plant Improv. CLASS Acct	590-000-007.200	1,460,272.57
WATER FUND:		
Water Receiving Now Checking	591-000-001	47,954.13
Water Receiving CLASS Acct	591-000-007	492,281.73
Water Plant Improvement CLASS Acct	591-000-007.100	434,345.55
Water Bond Reserve CLASS	591-000-007.200	67,158.72
Water RR&I Reserve CLASS	591-000-007.250	56,423.87
Water Tower Maint CLASS Acct	591-000-007.300	58,885.71
Water Maint CLASS Acct	591-000-007.400	99,850.30
MOTOR VEHICLE POOL:		
Motor Vehicle Pool Now Checking	661-000-001	13,316.60
Equip. Replace CLASS - Police Car	661-000-007.301	61,243.52
Equip. Replace CLASS - Fire Truck	661-000-007.336	59,551.47
Equip. Replace CLASS - DPW Equip	661-000-007.463	46.42
Equip. Replace CLASS - WWTP/Vactor	661-000-007.590	67,272.69
CURRENT TAX:		
Current Tax Checking	703-000-001	19,910.32
Current Tax Savings Account	703-000-002	281,799.56
PAYROLL FUND CHECKING:		
	750-000-001	2,920.90
GRAND TOTAL		12,289,113.08

January 8, 2025

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

To Whom It May Concern,

I wish to express my personal gratitude to the firefighters and police officer who recently assisted my mother, Carolyn Baker, in response to an incident at her home on Evans Street on Monday, January 6. Due to a malfunctioning furnace, she and I made interim heating arrangements which included an "inside safe" portable propane heater, resulting in a carbon monoxide alert in her home and a call to the fire department.

Responding promptly to the emergency, the firefighters displayed professionalism and empathy in not only resolving the immediate threat but in assessing and neutralizing any additional potential hazards (such as a nearby electric heater drawing too much current through a power strip), actually re-arranging furniture and electrical plug-ins until they were satisfied she was safe. Following up on those efforts, a city police officer appeared the next morning, personally checking to ensure all was still well.

The professionalism, thoroughness and compassion displayed by the city's first responders reminded us that to "protect and serve" isn't just a motto or a meme. It's a professional commitment. On behalf of my mother and myself we wish to thank them again, and to wish them all a very happy and prosperous new year!


Doug Baker

State of Michigan
Department of Environment, Great Lakes, and Energy

This is to certify that
Mitchell A. Lockwood

having submitted acceptable evidence of qualifications, in accordance with the requirements of the Rules Governing the Certification of Sewage Treatment Works Operators, is qualified to operate any sewage treatment works of any of the following classifications:

D

I.D. Number
20794

Issued
November 7, 2024

Expires
January 15, 2028



ISSUED BY THE DIRECTOR OF THE DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
UNDER AUTHORITY OF ACT 451 P.A. 1994 AS AMENDED

EQP 3402
REV. 3/2011



205 N. Michigan Ave.
28th Floor
Chicago, IL 60601-5927
United States

Certificate of Completion

This certificate is presented to: [Lenore Spahr](#)

for successful completion of: [GASB 102 and GASB 103: overview of new accounting standards \[6000439-GIB\]](#)

Number of CPE Credits:	Fields of Study	Credits
	Accounting (Governmental)	1.0

Delivery Method: Group internet based

Completion Date: [12/18/2024](#)

Program Location: [Hosted via Webinar](#)

In accordance with the standards of the National Registry of CPE Sponsors, CPE credits have been granted based on a 50-minute hour.

Heather Eggers

**Senior Manager, Learning
Baker Tilly Advisory Group, LP**

NASBA Registry Sponsor Number: 115791
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