



REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

Municipal Building, 241 S. Front Street, Dowagiac, Michigan

Monday, February 22, 2016, 7:00 p.m.

AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -Mayor Donald D. Lyons
- ROLL CALL -Mayor Donald D. Lyons
-Mayor Pro-Tem Leon Laylin
-Councilmember Charles Burling
-Councilmember James Dodd
-Councilmember Danielle Lucas
-Councilmember Lori Hunt
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – February 8, 2016
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- COMMUNICATIONS –
- RESOLUTIONS –
1. Resolution to authorize a change in permit fees for the Building Department.
 2. Resolution authorizing the Cass County Drain Commissioner to expend money to maintain and repair the California Drain.
 3. Resolution of intent to borrow for various capital improvement projects in the City of Dowagiac.
 4. Resolution to authorize design and construction services proposal from Wightman & Associates for the Corridor Improvement Project.
 5. Resolution to authorize the payment of bills:

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$531,230.27	\$199,771.80	\$731,002.07

COMMENTS FROM CITY OFFICIALS –

PUBLIC FORUM TO RECEIVE QUESTIONS AND DISCUSS THE PROPOSED CHARTER AMENDMENT THAT IS ON THE MARCH 8, 2016 BALLOT.

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

DOWAGIAC CITY COUNCIL MEETING

Monday, February 8, 2016

A regular meeting of the Dowagiac City Council was called to order by Mayor Lyons at 7:00 p.m.

Mayor Lyons led the Pledge of Allegiance to the flag.

PRESENT: Mayor Donald D. Lyons, Mayor Pro-Tem Leon D. Laylin; Councilmembers James B. Dodd, Danielle E. Lucas, Bob B. Schuur and City Clerk Jane P. Wilson.

ABSENT: Councilmembers Charles K. Burling, Lori A. Hunt

STAFF: City Manager Kevin P. Anderson, Public Safety Director Steve Grinnwald, Airport Manager Oscar Azevedo

Councilmember Laylin moved and Councilmember Dodd seconded that the minutes of the January 25, 2016 meeting be approved.

APPROVED unanimously.

COMMENTS FROM THE AUDIENCE (NON-AGENDA)

Andy Anderson, Resident, spoke to council about an open meeting regarding the Charter Amendment proposal on March 8, 2016 ballot.

COMMUNICATIONS

1. Borgess Lee Memorial Hospital Nursing Shared Governance Committee flower sale to benefit nursing education and development.

Councilmember Schuur moved and Councilmember Lucas seconded that the request be approved.

RESOLUTIONS

1. Resolution to authorize additional payments to reduce the MERS pension liability.

Councilmember Laylin offered and moved the adoption of the following resolution; seconded by Councilmember Dodd.

WHEREAS, the City administration has reviewed the attached memo regarding GASB 75 and upcoming changes to how Other Post Employment Benefits will be reported on the financial statements; and

WHEREAS, the City administration recommends an additional payment to be made towards personnel benefit liability in efforts to reduce overall debt; and

WHEREAS, a recommendation of an additional \$1,000 liability payment monthly to the MERS pension has been made.

DOWAGIAC CITY COUNCIL MEETING

Monday, February 8, 2016

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NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt the recommended additional liability payment of \$1,000 monthly to the MERS pension liability.

ADOPTED unanimously.

2. Resolution to authorize an amendment with Prien & Newhoff to allow for the development of a design and bid specifications for a new terminal building at the airport.

Councilmember Dodd offered and moved the adoption of the following resolution; seconded by Councilmember Lucas.

WHEREAS, City Council it is cost effective to replace the existing terminal building at the airport; and

WHEREAS, federal and state funds are available to the City of Dowagiac for the purpose of Airport and Airway improvements,

WHEREAS, the City's application has been approved for a Michigan Department of Transportation contractor and Federal/State/Local Airport Project Block Grant through the Michigan Department of Transportation (MDOT); and

WHEREAS, an amendment to the agreement is necessary to complete the design and development of bid specification,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, hereby approves the amendment to the agreement under the direction of the Michigan Department of Transportation; and,

BE IT FURTHER RESOLVED that the City Council directs the City Manager to be authorized as the signatory for execution of the same.

ADOPTED unanimously.

3. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due:

Councilmember Schuur offered and moved the adoption of the following resolution; seconded by Councilmember Dodd.

DOWAGIAC CITY COUNCIL MEETING

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WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #10 for the period ending 02/04/16:

Invoices	\$273,876.07
Payroll #10	<u>\$123,050.65</u>
Total	\$396,926.72

BE IT RESOLVED that the City Manager and City Treasurer are hereby authorized and directed to pay the following bills and payroll due:

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$273,876.07	\$123,050.65	\$396,926.72

ADOPTED on a roll call vote.

Ayes: Four (4) Laylin, Dodd, Lucas, Schuur

Nays: None (0)

Absent: Two (2) Burling, Hunt

Abstain: None (0)

ADJOURNMENT

Upon motion by Councilmember Dodd and seconded by Councilmember Laylin, the Dowagiac City Council adjourned at 7:10 PM.

Donald D. Lyons, Mayor

Jane P. Wilson, City Clerk

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: February 19, 2016

SUBJECT: Building Department Permit Fees - 2016

Each year permit fees are reviewed for building related activities. The goal is to keep fees consistent with costs to operate the department and maintain increases within overall inflation parameters based on the Consumers Price Index (CPI). The department is recommending a .7% increase in fees rounded to the nearest \$0.25.

RECOMMENDATION

Authorize the resolution to approve 2016 Permit Fees for building activities.

Support Documents:

- Cover Memo-City Mgr.
- Cover Memo-Dept. Head
- Resolution
- Project Authorization

Councilmember _____ offered and moved the adoption of the following resolution;
seconded by Councilmember _____.

WHEREAS, the Dowagiac City Code provides that under Chapter 18, Article II, Section 18-29; Dowagiac Zoning Ordinance; Chapter 15, Section 15.5(B); Section 15.9(B), Chapter 21, Section 21.7; Chapter 22, Section 22.2(C), the City Council may set fees for the various permits required by the State Construction Code (including building, electrical, plumbing and mechanical), zoning fees (including ordinance amendments, conditional use permits and variances), and swimming pool permits, and;

WHEREAS, the City Administration has prepared the attached proposed fee schedule for review and approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council hereby adopts the attached fee schedules to be effective April 1, 2016.

ADOPTED/REJECTED

FEE SCHEDULE FOR BUILDING PERMITS

(FEES ARE EFFECTIVE APRIL 1, 2016 THROUGH MARCH 31, 2017)

TOTAL VALUATION		CURRENT PERMIT FEE		PERMIT FEE	
0 -	1,000		\$29.50		\$29.50
1,001 -	1,500		\$38.00		\$38.50
1,501 -	2,000		\$42.75		\$43.00
2,001 -	3,000		\$48.25		\$48.50
3,001 -	4,000		\$56.25		\$56.50
4,001 -	5,000		\$64.00		\$64.50
5,001 -	6,000		\$70.50		\$71.00
6,001 -	7,000		\$75.50		\$76.00
7,001 -	8,000		\$83.75		\$84.50
8,001 -	9,000		\$92.25		\$93.00
9,001 -	10,000		\$98.00		\$98.50
10,001 -	12,000		\$112.75		\$113.50
12,001 -	14,000		\$126.25		\$127.00
14,001 -	16,000		\$141.50		\$142.50
16,001 -	18,000		\$153.75		\$155.00
18,001 -	20,000		\$169.00		\$170.00
20,001 -	25,000		\$198.50		\$200.00
25,001 -	30,000		\$230.50		\$232.00
30,001 -	35,000		\$267.00		\$269.00
35,001 -	40,000		\$304.50		\$306.50
40,001 -	45,000		\$336.00		\$338.50
45,001 -	50,000		\$439.50		\$442.50
50,001 -	60,000		\$490.25		\$493.50
60,001 -	70,000		\$541.00		\$545.00
70,001 -	80,000		\$587.25		\$591.50
80,001 -	90,000		\$644.00		\$648.50
90,001 -	100,000		\$696.75		\$701.50
100,001 -	500,000	\$696.75 + \$4.50 / 1,000		\$701.50 + \$4.50 / 1,000	
500,001 -	1,000,000	\$2,496.75 + \$4.25 / 1,000		\$2,514.25 + \$4.25 / 1,000	
1,000,000 +		\$4,621.75 + \$4.00 / 1,000		\$4,654.00 + \$4.00 / 1,000	

Any person who commences any alteration, addition or new structure for which a permit is required by these regulations without first obtaining a permit, therefore, shall, if legally authorized and subsequently allowed to obtain a permit, pay a special inspection fee of \$44.00, in addition to the actual permit fee.

CITY OF DOWAGIAC

INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin Anderson, City Manager

FROM: James Bradford

RE: Permit Fee Revisions for 2016

DATE: February 16, 2016

Attached for your review and approval are the proposed rate increases for building permits, plan reviews and other fees utilized by the Building Department. The average Consumer Price Index (C.P.I.) for 2015 was .7%. In keeping with past practice, said fees were increased by the C.P.I and rounded to the nearest 25 cents. These revisions would take effect April 1, 2016.

I have also provided a resolution pertaining to this for your review as well.

Your review and consideration is appreciated. If you have any questions concerning these increases, please contact my office.

Resolution #
February 22, 2016

Councilmember _____ offered and moved the adoption of the following resolution;
seconded by Councilmember _____.

WHEREAS, the Dowagiac City Code provides that under Chapter 18, Article II, Section 18-29; Dowagiac Zoning Ordinance; Chapter 15, Section 15.5(B); Section 15.9(B), Chapter 21, Section 21.7; Chapter 22, Section 22.2(C), the City Council may set fees for the various permits required by the State Construction Code (including building, electrical, plumbing and mechanical), zoning fees (including ordinance amendments, conditional use permits and variances), and swimming pool permits, and;

WHEREAS, the City Administration has prepared the attached proposed fee schedule for review and approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council hereby adopts the attached fee schedules to be effective April 1, 2016.

ADOPTED/REJECTED

OTHER PERMITS, INSPECTIONS, AND OTHER FEES

(Fees are effective April 1, 2016 through March 31, 2017)

In regard to any of the following itemized requests, should the City Council, the City Planning Commission or the Zoning Board of Appeals deem it appropriate to require the use of a court reporter, attorney, engineer, planning consultant, or any other professional service, the applicant shall be required to pay for the actual expense, plus 5% administrative costs, in addition to said filing fee.

		PERMIT FEE
1	Certificate to Occupy (Building Permit)	\$21.00
2	Demolition (Bldg Permit):	
	Garage, shed, etc. . . .	\$22.00
	One and two family residence	\$38.75
	Multi-family, commercial and industrial	\$50.00
3	Fence:	
	Residential (Zoning Permit)	\$16.75
	Commercial/Industrial (Building Permit)	Per Fee Schedule
4	Sheds:	
	Under 200 square feet (Zoning Permit)	\$16.75
	Over 200 square feet (Building Permit)	Per Fee Schedule
5	Signs (Zoning Permit):	\$16.75
6	Swimming Pools: (Building Permit)	
	Above ground & hot tubs	\$27.75
	Below ground	\$44.50
7	Inspections Outside of Normal Business Hours: a minimum charge of two (2) hours at \$134.00 minimum plus \$67.00 per each additional hour increment. . . .	\$67.00
8	Inspection for Which No Fee is Specifically Indicated: minimum charge of ½ hour at \$67.00 plus \$134.00 per each additional hour increment. . . .	\$67.00
9a	Reinspection Fees. A fee of \$45.00 per hour shall be charged. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when required corrections are not made. . . .	\$45.00
9b	This subsection is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this code, but to regulate the situation when inspections are requested before the job is ready for such inspections.	
9c	Reinspection fees may be assessed when the permit card is not properly posted on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which an inspection is requested, or for deviating from plans requiring the approval of the Building Official.	
9d	To obtain a reinspection, the applicant shall file a request in writing and pay the reinspection fee required.	
9e	In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.	

OTHER PERMITS, INSPECTIONS, AND OTHER FEES

(Fees are effective April 1, 2016 through March 31, 2017)

In regard to any of the following itemized requests, should the City Council, the City Planning Commission or the Zoning Board of Appeals deem it appropriate to require the use of a court reporter, attorney, engineer, planning consultant, or any other professional service, the applicant shall be required to pay for the actual expense, plus 5% administrative costs, in addition to said filing fee.

		PERMIT FEE
10	In-Home Occupation (Zoning Permit):	\$16.75
11	Lot Split Request: Fee is submitted with request. . . .	\$78.25
12	Occupancy Permits (includes 2 inspections):	\$29.75
13	Special Land Use Permit: Filing fee is submitted with application. . . .	\$306.75
14	Rezoning Request: Application fee is filed with request. . . .	\$362.25
15	Zoning Variance or appeal: Application fee is filed with request. . . .	\$167.25
16a	Plan Reviews (min. charge for all reviews exceeding ¼ hour). . . .	\$33.75
16b	A fee of \$33.75 plus \$39.25 per each additional ¼ hour increment	\$39.25
16c	Plan Review Revisions to Approved Plan: Additional Plan Reviews necessitated by revisions to approved plans (minimum charge – ½ hour). A fee of \$39.25 plus \$39.25 per each additional hour increment. . . .	\$39.25
16d	Plan Checking and Inspections - Outside Consultation: Actual cost plus 5% administrative fee. . . .	Actual + 5%
17	Site Plan Review (Zoning Application):	Per Fee Schedule
Copies of Published Information:		
18	Zoning Ordinance Booklet: The fee for a copy. . . .	\$16.75
19	Zoning Maps: The fee for a copy. . . .	\$16.75
20	Engineering Design Specification Booklets: The fee for a copy. . . .	\$16.75

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: February 19, 2016

SUBJECT: California Drain Maintenance

The Cass County Drain Commissioner is responsible for the maintenance and repair of all drains in the county. The California Drain runs through parts of the city and the airport is impacted by this drain. The Drain Commission is ready to do maintenance work on this drain, but, pursuant to State Law, needs permission to levy a special assessment for the work to be done. This resolution grants permission for the Cass County Drain Commissioner to levy a special assessment.

The city staff concurs that this work is necessary and will be a benefit to property owners served by this drain.

RECOMMENDATION

Authorize the resolution to allow the Cass County Drain Commission to place a special assessment for improvements to the California Drain.

Support Documents:

- Cover Memo-City Mgr.
- Cover Memo-Dept. Head
- Resolution
- Project Authorization

STATE OF MICHIGAN
COUNTY OF CASS
CITY OF DOWAGIAC

RESOLUTION

WHEREAS, the Cass County Drain Commissioner has advised the City Manager for the City of Dowagiac that, pursuant to Section 196 of the Michigan Drain Code (MCL 280.196; MSA 11.1196), an inspection has been made of the **California Drain** and it has been determined, as a result of the inspection, that certain maintenance must be performed upon the Drain; and,

WHEREAS, the Cass County Drain Commissioner has the authority to expend Five Thousand and no/100 (\$5,000.00) Dollars per mile in any one (1) year for the maintenance of the drain, and where it is estimated that expenditures in excess of Five Thousand no/100 (\$5,000.00) Dollars per mile are necessary, those amounts may not be expended until approved by Resolution of the governing body of each township, city and village affected by more than twenty (20%) percent of the cost; and,

WHEREAS, the Cass County Drain Commissioner has advised the City Manager for the City of Dowagiac that it will be necessary to expend funds in excess of Five Thousand and no/100 (\$5,000.00) Dollars per mile for the maintenance of the California Drain and that the City of Dowagiac is affected by more than twenty (20%) percent of the cost; and,

WHEREAS, the Cass County Drain Commissioner estimates that the cost for the maintenance of the California Drain will be approximately 9,000 Dollars, which constitutes 4,000~~X~~ Dollars in excess of the authorized Five Thousand and no/100 (5,000.00) Dollars per mile.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the _____ for the City of Dowagiac, that pursuant to Section 196 of the Drain Code, the Cass County Drain Commissioner is authorized to expend money for the maintenance and repair of the **California Drain** in excess of Five Thousand and no/100 (\$5,000.00) Dollars per mile and, to the extent that the drain fund for the California Drain contains insufficient funds for the payment of costs incurred for the maintenance or repair of the California Drain, then the Cass County Drain Commissioner is authorized to levy a special assessment, as allowed by law.

RESOLUTION approved this _____ day of _____, 2016, by the City of Dowagiac.

By : _____

I, the undersigned, being the duly qualified and acting Clerk of the County of Cass, City of Dowagiac, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the _____ of the City of Dowagiac at a meeting held on the _____ day of _____, 2016.

City of Dowagiac Clerk

DRAINAGE EASEMENT

IN CONSIDERATION OF LESS THAN ONE HUNDRED DOLLARS (\$100.00), The City of Dowagiac (hereafter referred to as the "Grantor"), conveys and releases to California Drain Drainage District, whose address is 120 N Broadway St # 219, Cassopolis, MI 49031 (hereafter referred to as the "District"), an irrevocable easement and right-of-way in which to construct, maintain, repair, replace, and/or remove drains, over, across, under and through the following parcel of land situated in the City of Dowagiac, Cass County, Michigan, and legally described as follows: **See attached Exhibit (A)**

COM AT A PT ON W LN SEC N 0 DEG 51'43"W 1710.72 FT & S 89 DEG 29'1"W FRM E 1/4 COR, TH S TO W 1/4 COR, E TO E 1/4 COR, N O DEG 51'43"W 1710.72 FT, S 89 DEG 29'1"W TO A PT 70 FT E OF W LN E 1/2 NW 1/4 NE 1/4, TH N TO SEC LN, W 70 FT, S TO PT N 89 DEG 29'1"E OF BEG, S 89 DEG 29'1"W TO N & S 1/4 LN, N TO N 1/4 COR, W TO PT S 89 DEG 34'15"E 1712.65 FT FRM NW COR SEC, S 0 DEG 9'35"E 300 FT, N 89 DEG 34'15"W 400 FT, S 0 DEG 9'35"E TO PT N 89 DEG 29'1"E OF BEG, S 89 DEG 29'1"W TO BEG. SEC 35 UNPLATTED SILVER CREEK TWP CITY OF DOWAGIAC 230 A.

(hereafter referred to as the Parent Parcel), the easement and right-of-way to be located as follows;

A 30 FOOT WIDTH OF LAND CONTIGUOUS TO THE N-S 1/4 LINE ON THE WEST SIDE OF SAID N-S 1/4 LINE AND NORTH OF THE SOUTH PROPERTY LINE OF THE CONTIGUOUS PARCEL EAST OF N-S 1/4 LINE.

A 60 FOOT WIDE DRAINAGE EASEMENT CENTERED ON THE N - S 1/4 LINE BEGINNING AT THE SOUTH LINE OF PP# 14-130-035-005-00 SOUTH TO A POINT ON THE N - S 1/4 LINE 2331 FEET SOUTH OF NORTH 1/4 CORNER; THENCE N88°08'38"W 850.1 FEET; THENCE S42°44'00"W 216.1 FEET. **See attached Exhibit A**

The conditions of this easement are such that:

1. The District's rights and obligations are limited to the maintenance, repair, and replacement of the drainage facilities, in accordance with the provisions of the Drain Code. The cost of which may be assessed to the benefiting properties within the California Drain Drainage District.
2. The Grantor shall retain all other property rights and obligations. No buildings, construction, or decorative landscaping of any kind or nature shall be placed within the easement and right-of-way described above.
3. By this conveyance the Grantor releases the District from any and all claims for damage arising from or incidental to the exercise of any of the foregoing powers.

NORTH LINE SECTION 35 - YAW STREET

NORTH CORNER SECTION 35
NORTH LINE SECTION 35 - YAW STREET

CITY OF DOWAGIAC AIRPORT PROPERTY
PP# 14-160-200-127-01

TAX DESCRIPTION:

COM AT A PT ON W LN SEC N 0 DEG 51'43"W
1710.72 FT & S 89 DEG 29'1"W FRM E 1/4 COR, TH S
TO W 1/4 COR, E TO E 1/4 COR, N O DEG 51'43"W
1710.72 FT, S 89 DEG 29'1"W TO A PT 70 FT E OF W
LINE 1/2 NW 1/4 NE 1/4, TH N TO SEC LN, W 70 FT, S
TO PT N 89 DEG 29'1"E OF BEG, S 89 DEG 29'1"W TO
N & S 1/4 LN, N TO N 1/4 COR, W TO PT S 89 DEG
341'5"E 1712.65 FT FRM NW COR SEC, S 0 DEG
933'5"E 300 FT, N 89 DEG 34'15"W 400 FT, S 0 DEG
933'5"E TO PT N 89 DEG 29'1"E OF BEG, S 89 DEG
29'1"W TO BEG, SEC 35 UNPLATTED SILVER
CREEK TWP CITY OF DOWAGIAC 230 A.

NORTH - SOUTH 1/4 LINE SECTION 35

PARCEL: 14-130-035-005-00

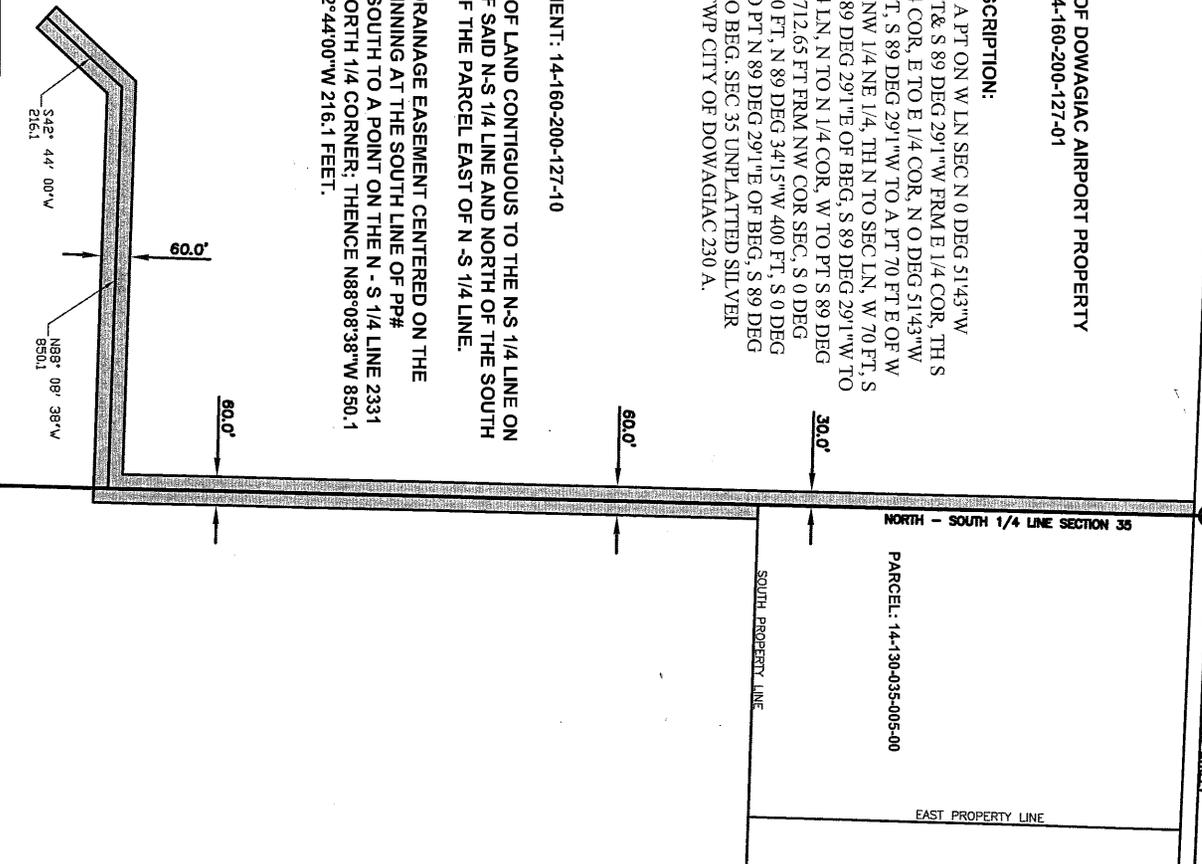
EAST PROPERTY LINE

SOUTH PROPERTY LINE

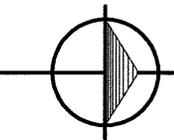
DRAINAGE EASEMENT: 14-160-200-127-10

A 30 FOOT WIDTH OF LAND CONTIGUOUS TO THE N-S 1/4 LINE ON THE WEST SIDE OF SAID N-S 1/4 LINE AND NORTH OF THE SOUTH PROPERTY LINE OF THE PARCEL EAST OF N-S 1/4 LINE.

A 60 FOOT WIDE DRAINAGE EASEMENT CENTERED ON THE N - S 1/4 LINE BEGINNING AT THE SOUTH LINE OF PP# 14-130-035-005-00 SOUTH TO A POINT ON THE N - S 1/4 LINE 233.1 FEET SOUTH OF NORTH 1/4 CORNER; THENCE N88°08'38"W 850.1 FEET; THENCE S42°44'00"W 216.1 FEET.



NORTH



SCALE: 1" = 150'



DRAWN BY: PETER VAN DOP, PE, P.S.

DATE: MAY 12, 2015

EXHIBIT A

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: February 19, 2016

SUBJECT: Intent to Borrow Resolution

A resolution is on Monday's agenda to approve a project authorization relating a series of improvements to the Division Street Corridor. Over the past 4 years streetscape improvements at the Dowagiac Area History Museum, wayfaring signs, tree replanting, purchase and demolition of "Old Grey," and the replacement of street lights have been made or are ongoing. Council has also authorized the purchase of several tired buildings with the plan to remove the buildings and improve parking in and around the downtown.

This agreement for design & construction services continues the process of improving and rejuvenating the historic core of the City. Plans include improvements to parking lots, improve the safety of intersections on the state highway corridor, improve walking routes along M-51, and enhance the aesthetics from Spaulding to Main Street.

This agreement will allow for design concepts to become bid specifications.

RECOMMENDATION

Authorize the resolution that approves an agreement with Wightman & Associates for design and construction services for the Division Street Corridor.

Support Documents:

- Cover Memo-City Mgr.
- Cover Memo-Dept. Head
- Resolution
- Project Authorization

Resolution #3
February 22, 2016

Councilmember _____ offered and moved the adoption of the following resolution;
seconded by Councilmember _____.

WHEREAS, the City Council desires to enter into an Agreement for Professional Engineering Services relative to improvements on the Division Street corridor.

WHEREAS, the engineering firm of Whiteman & Associates, and;

NOW, THEREFORE BE IT RESOLVED that the Mayor be and hereby is authorized to execute any and all documents necessary and appropriate to effectuate said agreement.

ADOPTED/REJECTED

**CITY COUNCIL
CITY OF DOWAGIAC
(Cass County, Michigan)**

Resolution No. _____

**RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT
CAPITAL IMPROVEMENTS WITHIN THE CITY AND TO PUBLISH
NOTICE OF INTENT TO ISSUE MUNICIPAL SECURITIES**

Minutes of a regular meeting of the City Council of the City of Dowagiac, Cass County, Michigan, held in the Municipal Building, 241 S. Front Street, Dowagiac, Michigan, on February 22, 2016, at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Member _____ and supported by Member _____:

WHEREAS, the City Council deems it to be in the best interest of City of Dowagiac (the "City") to purchase and acquire property and property interests and to design, acquire, install, and construct capital improvements including, but not limited to, public facilities along the Division Street corridor, the demolition of existing structures and facilities; construction of parking and parking lots; relocation and improvement of public utilities, including water, electric, sanitary sewer and storm sewer; realignment and improvement of streets and roads, landscaping and streetscape improvements; the construction and improvement of park and park facilities; the restoration of streets; rights of way and easements, together with all related work, facilities, site work and appurtenances (the "Improvements") for the benefit of the City and to finance the Improvements by the issuance of municipal securities which pledge the City's limited tax general obligation pursuant to Section 517 of Act 34 of the Public Acts of Michigan of 2001, as amended ("Act 34"); and

WHEREAS, the City may proceed with the Improvements prior to the issuance of the municipal securities; and

WHEREAS, the City may incur substantial capital expenditures for the Improvements prior to the issuance of the municipal securities and desires to be reimbursed for such expenditures from the proceeds of the municipal securities; and

WHEREAS, pursuant to Section 517 of Act 34, it is necessary to publish a Notice of Intent to Issue Municipal Securities for the Improvements.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council hereby determines to purchase, design, acquire, and construct the Improvements and to pay for the cost through the issuance of one or more series of municipal securities, which pledge the City's limited tax full faith and credit, pursuant to Section 517 of Act 34, in an amount of not to exceed \$2,200,000 (the "Municipal Securities").

2. A Notice of Intent to Issue Municipal Securities be published in accordance with Section 517 of Act 34, and the City Clerk is authorized and directed to publish the Notice of Intent to Issue Municipal Securities in the *Dowagiac Daily News*, a newspaper of general circulation in the City, determined to be the newspaper reaching the largest number of persons to whom such Notice is directed, which Notice shall be substantially in the form as set forth on Exhibit A attached hereto with such changes as are approved by the City Manager, and shall be at least one-quarter (1/4) page size in the newspaper.

3. The City may proceed to acquire and construct the Improvements using available funds of the City from the general fund, a fund for the general operations of the City, and other funds of the City.

4. At such time as the City issues the Municipal Securities for the long-term financing of the Improvements, the City shall be reimbursed for its expenditures for the Improvements out of the proceeds of the Municipal Securities.

5. This resolution and the expression of intent to seek reimbursement from future proceeds of the Municipal Securities is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

6. The firm of Dickinson Wright PLLC is hereby employed as bond counsel to the City to prepare the documents for the issuance of the Municipal Securities for the financing of the acquisition of the Improvements.

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

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Jane P. Wilson, Clerk
City of Dowagiac

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of City of Dowagiac, Cass County, Michigan, at a regular meeting held on February 22, 2016, and that public notice of the meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature on February 22, 2016.

Jane P. Wilson, Clerk
City of Dowagiac

EXHIBIT A

[NOTE TO PUBLISHER - PUBLICATION MUST BE 1/4 PAGE SIZE]

**NOTICE OF INTENT TO ISSUE MUNICIPAL SECURITIES
TO THE ELECTORS OF THE CITY OF DOWAGIAC**

PLEASE TAKE NOTICE that the City Council of the City of Dowagiac (the “City”) intends to issue municipal securities in one or more series, in an amount of not to exceed \$2,200,000 (the “Municipal Securities”).

The Municipal Securities shall be issued for the purpose of defraying the cost to purchase and acquire property and property interests and to design, acquire, install, and construct capital improvements including, but not limited to public facilities along the Division Street corridor; the demolition of existing structures and facilities; construction of parking and parking lots; relocation and improvement of public utilities, including water, electric, sanitary sewer and storm sewer; realignment and improvement of streets and roads,; landscaping and streetscaping improvements; the construction and improvement of park and park facilities; the restoration of streets; rights of way and easements, together with all related work, facilities, site work and appurtenances (the “Improvements”) and to pay the costs of issuing the Municipal Securities and capitalized interest, if any.

The Municipal Securities of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law. The Municipal Securities shall be issued pursuant to Act 34 of the Public Acts of Michigan of 2001, as amended (“Act 34”).

SOURCE OF PAYMENT

The principal of and interest on the Municipal Securities will be limited tax full faith and credit general obligations of the City, payable from any available funds of the City. Pursuant to this pledge of its limited tax full faith and credit, the City will be obligated to levy such ad valorem taxes upon all taxable property in the City as shall be necessary to make the payments of principal and interest on the Municipal Securities, which taxes, however, will be limited by applicable constitutional, statutory and charter limitations on the taxing power of the City.

RIGHT OF REFERENDUM

The Municipal Securities will be issued without a vote of the electors approving such Municipal Securities, unless, within 45 days from the date of publication of this Notice of Intent, a petition, signed by not less than 10% of the registered electors residing within the limits of the City, shall have been filed with the City Clerk, or other recording officer of the City, requesting a referendum upon the question of the issuance of the Municipal Securities. If such a petition is filed, the Municipal Securities shall not be issued until approved by the vote of a majority of the electors of the City qualified to vote and voting thereon at a general or special election.

This Notice is published pursuant to the requirements of Section 517 of Act 34.

Jane P. Wilson, Clerk
City of Dowagiac

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: February 19, 2016

SUBJECT: Proposal from Wightman & Associates for Design & Construction Services -
Division Street Corridor

A resolution is on Monday's agenda to approve a project authorization relating a series of improvements to the Division Street Corridor. Over the past 4 years streetscape improvements at the Dowagiac Area History Museum, wayfaring signs, tree replanting, purchase and demolition of "Old Grey," and the replacement of street lights have been made or are ongoing. Council has also authorized the purchase of several tired buildings with the plan to remove the buildings and improve parking in and around the downtown.

This agreement for design & construction services continues the process of improving and rejuvenating the historic core of the City. Plans include improvements to parking lots, improve the safety of intersections on the state highway corridor, improve walking routes along M-51, and enhance the aesthetics from Spaulding to Main Street.

This agreement will allow for design concepts to become bid specifications.

RECOMMENDATION

Authorize the resolution that approves an agreement with Wightman & Associates for design and construction services for the Division Street Corridor.

Support Documents:
Cover Memo-City Mgr.
Resolution
Proposal

Resolution # 4
February 22, 2016

Councilmember _____ offered and moved the adoption of the following resolution;
seconded by Councilmember _____.

WHEREAS, the City Council desires to enter into an Agreement for Professional Engineering Services relative to improvements along the Division Street Corridor, and;

WHEREAS, the engineering firm of Wightman & Associates have been assisting the city with the development of conceptual plans and estimates of costs for improvements to the Division Street Corridor, and;

WHEREAS, Wightman & Associates has provided a proposal for design and construction of improvements to the Division Street Corridor, and;

NOW, THEREFORE BE IT RESOLVED that the City Manager be and hereby is authorized to execute any and all documents necessary and appropriate to effectuate said proposal dated February 4, 2016.

ADOPTED/REJECTED

Benton Harbor Office:
2303 Pipestone Road
Benton Harbor, MI 49022

Telephone:
(269)927-0100

Fax:
(269)927-1300

Website:
www.wightman-assoc.com

February 4, 2016

City of Dowagiac
241 S. Front Street
Dowagiac, MI 49047

Attention: Mr. Kevin Anderson, City Manager

RE: CITY OF DOWAGIAC – QUALITY OF LIFE DESIGN AND CONSTRUCTION ENGINEERING PROPOSAL

Dear Kevin:

Wightman & Associates, Inc. (WAI) appreciates the opportunity to submit this proposal to continue to partner with the City of Dowagiac for consulting services to implement the Quality of Life projects selected during the City Council planning session in December. It was a pleasure to meet with you, Mayor Lyons and the rest of the City Council to discuss the vision for the City of Dowagiac. The group provided a clear prioritization of projects to proceed with for construction (Commercial Drive and Division Street Corridor) and funding application (Rudy Park).

We believe people flourish when they partner with a dynamic team of problem solvers. Wightman & Associates has delivered first-class Architecture, Engineering, and Survey solutions to a diverse collection of clients since 1946. During this tenure, we've earned the trust of our clients to become one of the most prominent firms in the region. We work with people, companies, and communities to discover culture, enhance community, and celebrate people with sustaining and balanced design solutions. Our approach leads to places where people are happy, healthy and connected. Understanding people and their culture allows us to help clients clarify missions and calibrate solutions that bring efficiency and fun to what they do. Outstanding client service is our culture. Becoming trusted advisors and true partners guides our actions. As such, WAI is pleased to present the following proposal.

Section I – Project Goals

The project goals have been clearly communicated based on several conversations with you and the Mayor, and two Council retreat sessions that helped shape and solidify the City's priorities. In summary, we investigated almost 15 different project sites to determine scope and significance for the proposed improvements the City plans to implement. During our discussions, we were able to enhance the project scopes to maximize the community's benefit for each project. From the last meeting, the City decided to proceed with the Commercial Drive project (Beckwith Commons), the Division Street Corridor (including 3 parking lots), and the Big Grey site to enhance the gateway to the City from the east. It is clear the City intends to improve the experience for both pedestrians and motorists traveling through the area. The City also plans on submitting an MNRTF application in 2016 for Rudy Park, although those services were originally budgeted under our initial proposal.

The significant planning and early preliminary design work we have completed to date gives us the ground work to complete the project design, administer the bidding process, and oversee construction later this year. This proposal covers the 'Phase II' services contemplated in our original proposal dated September 10, 2015. It should be noted that we have approximately \$80,000 remaining of our original \$162,100 budget from that proposal. If the City approves, we recommend that the remaining budget

should be maintained for future planning at Beeson Street Park, Art Call services, and the completion of our previous contractual obligations (i.e. Rudy Park MNRTF application and any presentation updates for the Council's use).

Section II – Scope of Services

Our scope of services will include refining the preliminary designs completed as part of the planning stage, and develop detailed construction specifications and drawings, bidding services and construction services. See below tasks for details:

Design Development & Engineering

1. Refine design and develop construction plans for bidding and permitting.
2. Develop construction details for walls, lighting, landscaping, and streetscape elements as defined during our planning meetings.
3. Provide detailed plans for the parking lots along Division Street, including grading details, landscaping and sidewalk improvements.
4. Working with the “Art Call” process to implement future improvements into the base design for the walls and foundations.
5. Provide detail and grading for all sidewalk and crosswalk elements, with a focus to enhance the pedestrian experience, especially at the gateway areas.
6. Meet with the City on multiple occasions (assumed 3 each) to share our progress and to help guide our efforts to confirm we are meeting the City’s expectations.
7. We will gather soil borings to confirm pavement and foundation designs.
8. Prepare and submit permit applications for the MDOT Right of Way and the SESC permit from the Cass County Water Resources Commissioner.
9. Once the final design concepts are approved by the City, we will prepare detailed quantities and estimate(s) for the proposed work to confirm the proposed budget.

Bidding

10. Prepare contract documents and specifications to package with the construction plans for bidding purposes. The bidding process will include answering contractor inquiries, attending the bid opening, tabulation of bids, and a formal recommendation of award.

Construction Phase Services

11. Handle contract award and scheduling of the preconstruction meeting.
12. Full time construction inspection and materials testing services (assumed 4 month construction duration)
13. Provide all construction staking services needed during the project construction.
14. Administer construction throughout, including managing all paperwork and certifications.
15. Act as the City’s Project Engineer, obtaining approval from the City for all major changes to the contract, including all change orders and pay estimates.
16. Schedule, attend and manage the punch list meeting and closeout of the project.
17. Prepare ‘As-Recorded’ drawings for the project site after construction.
18. Organize and attend up to 5 progress meetings during construction to verify progress of the project.

19. Be the point of contact for all property owners impacted along the construction site. It is our goal to address as many concerns as possible before it reaches the City offices. All major items will be communicated to the City representatives.

Section III - Fees

We propose to complete the above Scope of Services for the following estimated fees on an hourly basis, with the rates approved in our contract with the City last year:

<i>Design Development & Engineering</i>	\$84,200
<i>Bidding Services</i>	4,700
<i>Construction Phase Services</i>	<u>145,900</u>
TOTAL ESTIMATED FEES FOR PHASE I DESIGN AND SURVEY SERVICES	\$234,800

Additional Services

Additional services will be provided on a time-and-materials basis according to our Standard Hourly Rates Schedule per the approved contract with the City. Additional services will include, but are not limited to the following:

1. Council Update meetings.
2. Developer marketing packages and meetings and broker assistance.
3. Public review workshops
4. Traffic counts.
5. Property acquisition or demolition services
6. Coordination with Art acquisition/ presentations.

We understand the City is planning to complete the project with their own bonded funds. If the project is delayed or if grant funding is pursued at some point in the future, it may cause an adjustment in scope, due to the added level of administration for those funds.

You should budget an additional 4% to 6% of the fee listed above for reimbursable expenses. A schedule of eligible expenses is listed in the attached Terms and Conditions document.

Section IV – Deliverables

As part of our services, we intend to provide construction drawings, including the necessary details to implement the full scope of work, including 'As-Recorded' drawings at the completion of the project. We will also provide contract documents and specifications.

Section V – Schedule

Assuming we are authorized to begin work within the next week or two, we have attached a proposed schedule for our work, including an anticipated schedule for construction in 2016.

City of Dowagiac
Mr. Kevin Anderson, City Manager
February 4, 2016
Page 4

Section VI – Terms and Conditions

Attached is our contract terms previously approved by the City which includes our Billing Rates and Reimbursable Expenses. This proposal is valid for 60 days. We have also attached our recently developed standard terms and conditions. If any terms are in conflict with the two documents, the terms in the City contract will prevail.

We are extremely excited by the opportunity to continue to partner with the City on this project. If our proposal is acceptable to you, please sign below to authorize us to begin work and return a copy to our office. If you have any questions or comments, please feel free to call me.

Very truly yours,

WIGHTMAN & ASSOCIATES, INC.



Steve C. Carlisle, PE, Project Manager
scarlisle@wightman-assoc.com

This proposal is approved and accepted by:

By: _____

Date: _____

Title: _____

GENERAL SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is made as of _____, 2015, between the City of Dowagiac, a Michigan municipal corporation, P.O. Box 430, 241 South Front Street, Dowagiac, Michigan, 49047 (the "City") and Wightman and Associates, Inc., a professional corporation, 2303 Pipestone Road, Benton Harbor, Michigan, 49022 (the Consultant).

RECITALS

- A. The City has need for engineering services to be provided for City projects and to perform associated duties as required from time-to-time by the City Council of the City.
- B. The Consultant desires to provide engineering services in accordance with the terms and conditions set forth in this Agreement.
- C. The City desires to have the Consultant perform engineering services in accordance with the terms and conditions set forth in this Agreement

TERMS AND CONDITIONS

1. Scope of Services. Consultant shall perform the full range of municipal consulting activities involving Engineering, Architectural and Surveying services, including planning for large scale municipal projects, feasibility studies, applications to apply for State or Federal funding, right-of-way acquisition services, building programming and design, design and construction engineering, and related boundary and topographical surveys for numerous utility, road, bridge and building projects.

Consultant will provide professional services for the City in connection with the above type projects and any others assigned to it by the City and will perform such services as expeditiously as is consistent with professional skill and care in the orderly progress of the work required by the project.
2. Method of Authorization. The City may authorize the Consultant to proceed with work on a case-by-case basis, either by signing a work authorization or by issuance of an acknowledgment, confirmation, purchase order or other written communication.
 - a. Regardless of the method used to authorize the work, the terms and conditions of this Agreement shall govern the work to be done by the Consultant unless another arrangement is made in writing between the parties (i.e., as in the case of work quoted by the Consultant on a flat fee, rather than hourly rate basis).
 - b. Only the City Manager or his/her designee(s) may authorize the Consultant to do work under this Agreement.
3. Contract Duration. The contract period for the proposed scope of services shall be indefinite, but not to exceed five (5) years. At such time, the City and the Consultant can enter into negotiations to extend or revise the contract.
4. Engineer's Responsibilities. Upon request by the City, the Consultant shall submit a proposed plan for a particular project at no cost to the City, including but not limited to the project purpose, the scope of services to be provided, a proposed time schedule for completion of services, and a not-to-exceed budget.

5. Engineer's Staffing. In entering into this agreement, the Consultant is representing that it has sufficient qualified staff to perform the services as described.
6. City Responsibilities. The City shall provide all criteria and full information as to its requirements for any particular project. Unless another party is designated by action of the City Council, the City Manager is the person with authority to act on the City's behalf on all matters concerning a project. If the Consultant's services under a work authorization do not include full-time construction observation or review of a contractor's performance, the City shall assume responsibility for interpretation of contract documents and for construction observation.
7. Hourly Billing Rates. Unless stipulated otherwise, the City shall compensate the Consultant at hourly billing rates for services provided by the Consultant's employees of various classifications, less a five percent (5%) reduction. The hourly rates which are applicable to work done under this Agreement are determined by a rate schedule, a copy of which is attached, that is subject to change on an annual basis. The Consultant shall submit to the City Manager a revised hourly billing rate schedule prior to changing any billing rates. Hourly billing rates will not change during projects authorized prior to a rate change.
8. Not-to-Exceed Estimates. Most projects will be based on not-to-exceed estimates. This method allows for hourly billing for all time and materials at a predetermined not-to-exceed amount. Charges may not exceed estimate without permission as detailed in section 17 below.
9. Reimbursable Expenses. Costs incurred on or directly for City projects (such as mileage for vehicles, laboratory tests and analyses, computer services, special equipment services, postage and delivery charges, copying, printing, and binding charges) shall be reimbursed by the City to the Consultant at the rates shown on the then current rate schedule. Reimbursement and outside technical or professional services shall be on the basis of actual costs to the Consultant plus ten percent (10%). The Consultant shall submit to the City Manager a revised reimbursable expense billing rate schedule prior to changing any rates. Reimbursable expense billing rates will not change during projects authorized prior to a rate change.
10. Opinions of Cost. Any opinions of probable construction cost and/or total project cost provided by the Consultant will be on a basis of experience and judgment, but since the Consultant has no control over market conditions or bidding procedures, the Consultant cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates. Opinions of costs shall be clearly marked as "conceptual, preliminary, and final" or as is otherwise appropriate.
11. Professional Standards: Warranty. The standard of care for services performed or furnished by the Consultant will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Except as provided in the preceding sentence, the Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.
12. Termination. Either the City or the Consultant may terminate this Agreement by giving ninety (90) days written notice to the other party. In such event, the City shall, within thirty (30) days, pay the Consultant for all work authorized and performed prior to the effective date of termination. Upon termination, the Consultant will return to the City all documents and information which are the City's property. (See Item No. 16.)
13. Subcontractors. Subject to prior approval by the City, the Consultant may engage subcontractors on behalf of the City to perform portions of the services to be provided by the Consultant under this Agreement.

14. Payment to the Consultant. The Consultant shall issue invoices to the City on a monthly basis, which invoices shall be payable upon receipt, unless otherwise agreed. Formatting of the invoices will be determined on a project by project basis depending upon the authorization (hourly, flat, fee, and etc.).
 - a. The City agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on the Consultant by any governmental entity.
 - b. If the City directs the Consultant to invoice another, the Consultant will do so, but the City agrees to be ultimately responsible for the Consultant's compensation until the City provides the Consultant with that third party's written acceptance of all terms of this Agreement and until the Consultant agrees to the substitution.
 - c. In addition to any other remedies the Consultant may have, the Consultant shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
15. Hazardous Waste. The Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. The Consultant shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of the Consultant.
16. Insurance. During the term of this Agreement, the Consultant shall maintain professional liability insurance with coverage of not less than \$2,000,000 per occurrence.
 - a. During the term of this Agreement, the City shall provide workers' compensation insurance for the City's employees.
 - b. Upon request, the City and the Consultant shall each deliver to the other certificates of insurance evidencing their coverages.
 - c. Any contract documents prepared by the Consultant shall require contractors to purchase and maintain commercial general liability and to cause the City, its officers and employees, to be listed as insureds or additional insureds and certificate holders. The Consultant may also require that contractors list the Consultant and its sub-consultants, employees and agents as additional insureds.
17. Consequential Damages. The City and the Consultant waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
18. Legal Expenses. If either the City or the Consultant makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees.
19. Ownership of Work Product. The City shall remain the owner of all drawings, reports and other material provided by the Consultant, whether in hard copy or magnetic media form. Any other use or reuse by the City or others for any purpose whatsoever shall be at the City's risk and full legal responsibility, without liability to the Consultant.
20. Default Provisions. In case of default by the Consultant, the City may procure the services from other sources and hold the Consultant responsible for any excess costs occasioned thereby.

21. Electronic Media. Computer files of text, data, and graphics or of other types on electronic media that are furnished to the City by the Consultant for data, reports, drawings, specifications and other material may be relied upon by the City.
22. Indemnification. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City, its officers and agents harmless from any claim, damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by or arising from the Consultant's gross negligence or willful misconduct in the performance of services under this Agreement. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by or arising from the City's gross negligence or willful misconduct in the performance of its obligations under this Agreement
23. General Considerations. This Agreement shall bind the City and the Consultant and their respective successors and assigns with respect to the covenants, agreements and obligations contained in this Agreement.
 - a. Neither the City nor the Consultant shall assign this Agreement or delegate the obligations contained in this Agreement without the written consent of the other.
 - b. Neither the City nor the Consultant will have any liability for non-performance caused in whole or in part by causes beyond the parties' reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
 - c. This Agreement shall be governed by the laws of the State of Michigan and all legal actions shall be brought in Cass County.
 - d. This Agreement constitutes the entire agreement between the City and the Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

The parties have signed this Agreement as of the date first set forth above.

CITY OF DOWAGIAC

WIGHTMAN AND ASSOCIATES, INC.

By: _____
Donald D. Lyons, Mayor

By: _____
Matt A. Davis, President

By: _____
Kevin Anderson, City Manager

By: _____
Steve Carlisle, Chairman

Standard Terms and Conditions

Updated 8.21.2015

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's Hourly Rate, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, a required item or component of the project is omitted from Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-

risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.

13. Limitations/Exclusions. Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.
15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.
16. Certificate of Merit Requirement. Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
17. Jurisdiction and Venue. Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees

that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.

18. Termination. Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.

19. Billing Rates.

Principal.....	\$180.00/hour
Senior Licensed Staff.....	\$140.00/hour
Licensed Staff II.....	\$120.00/hour
Licensed Staff I.....	\$110.00/hour
Senior Interior Designer	\$120.00/hour
Technical Manager.....	\$120.00/hour
Professional Staff III.....	\$100.00/hour
Professional Staff II.....	\$90.00/hour
Professional Staff I.....	\$80.00/hour
Technician III.....	\$80.00/hour
Technician II.....	\$70.00/hour
Technician I.....	\$65.00/hour
Administrative.....	\$60.00/hour
3 Man Survey Crew.....	\$170.00/hour
2 Man Survey Crew.....	\$140.00/hour
1 Man Survey Crew.....	\$95.00/hour
3 Man Survey Crew (Construction Staking).....	\$195.00/hour
2 Man Survey Crew (Construction Staking).....	\$165.00/hour
1 Man Survey Crew (Construction Staking).....	\$125.00/hour
Mortgage Inspection.....	\$250.00/each
Expert Witness/Testimony.....	\$300-\$500/hour

Reimbursable Expenses. Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:

- Black & White Prints/Copies
 - 8 ½ x 11 \$0.19/sheet
 - 8 ½ x 14 \$0.19/sheet
 - 11 x 17 \$0.19/sheet
- Color Prints/Copies
 - 8 ½ x 11 \$0.85/sheet
 - 8 ½ x 14 \$0.85/sheet
 - 11 x 17 \$1.25/sheet
- Black & White Plots
 - 12 x 18 \$1.50/sheet
 - 18 x 24 \$2.75/sheet
 - 24 x 36 \$5.00/sheet
 - 30 x 42+ \$7.50/sheet
- Color Plots
 - 12 x 18 \$9.00/sheet
 - 18 x 24 \$18.00/sheet
 - 24 x 36 \$30.00/sheet
 - 30 x 42+ \$42.00/sheet

STANDARD RATES

STANDARD HOURLY RATES AND UNIT RATES Revised 10/21/2013

Principal	\$	180.00 /hour
Senior Licensed Staff	\$	140.00 /hour
Licensed Staff I	\$	110.00 /hour
Licensed Staff II	\$	120.00 /hour
Senior Interior Designer	\$	120.00 /hour
GIS Manager	\$	120.00 /hour
Professional Staff I	\$	80.00 /hour
Professional Staff II	\$	90.00 /hour
Professional Staff III	\$	100.00 /hour
Senior Professional Staff	\$	120.00 /hour
Technician I	\$	65.00 /hour
Technician II	\$	70.00 /hour
Technician III	\$	80.00 /hour
Administrative	\$	60.00 /hour
3 Person Survey Crew	\$	170.00 /hour
2 Person Survey Crew	\$	140.00 /hour
1 Person Survey Crew	\$	95.00 /hour
3 Person Survey Crew (Construction Staking)	\$	195.00 /hour
2 Person Survey Crew (Construction Staking)	\$	165.00 /hour
1 Person Survey Crew (Construction Staking)	\$	125.00 /hour
Mortgage Inspection	\$	250.00 /hour

STANDARD RATES

REIMBURSABLE RATES Revised 10/21/2013

Reimbursable

Compensation for reimbursable expenses shall be computed as a multiplier of 1.1 times the expense incurred and as follows:

Outside Consultants	1.1 x cost
Mileage	1.1 x Federal Rate
Travel, Lodging and Misc	1.1 x cost
Postage, UPS, FedEx, Messenger	1.1 x cost
Outside Reproduction	1.1 x cost

In-House Prints / Copies / Plots:

Black & White Prints / Copies

8½ x 11	\$ 0.19/sheet
8½ x 14	\$ 0.19/sheet
11 x 17	\$ 0.19/sheet

Color Prints / Copies

8½ x 11	\$ 0.85/sheet
8½ x 14	\$ 0.85/sheet
11 x 17	\$ 1.25/sheet

B/W Plots

12 x 18	\$ 1.50/sheet
18 x 24	\$ 2.75/sheet
24 x 36	\$ 5.00/sheet
30 x 42+	\$ 7.50/sheet

Color Plots

12 x 18	\$ 9.00/sheet
18 x 24	\$ 18.00/sheet
24 x 36	\$ 30.00/sheet
30 x 42+	\$ 42.00/sheet

Councilmember _____ offered and moved the adoption of the following resolution; seconded by Councilmember _____.

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #11 for the period ending 02/18/2016:

Invoices	\$531,230.27
Payroll #11	\$199,771.80
<hr/>	
Total	\$731,002.07

BE IT RESOLVED that the City Manager and City Treasurer are hereby authorized and directed to pay the following bills and payroll due:

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$531,230.27	\$199,771.80	\$731,002.07

Ayes:

Nays:

Absent:

Abstain:

Jane P. Wilson, City Clerk

Vendor		Description	Amount
ABSOPURE WATER COMPANY	83905323	BTL WATER/DEPOSITS - 26688 NUBOUR	36.25
ABSOPURE WATER COMPANY	55551689	C & C COOLER RENTAL - 26688 NUBOUR	6.00
ABSOPURE WATER COMPANY	83905321	BOTTLED WATER - 26461 NUBOUR	64.50
ABSOPURE WATER COMPANY	55545803	H & C COOLER RENTAL	8.00
ABSOPURE WATER COMPANY	83905310	BTL WATER/DEPOSITS	46.00
ACD.NET	88889-112	MONTHLY PHONE SERVICE - CH	1,017.61
AIRGAS GREAT LAKES	9933649038	WELDING SUPPLIES	67.60
AMERICAN ELECTRIC POWER	048-197-857-0-2	ST LIGHTS - MARCELLUS HWY	12.47
AMERICAN ELECTRIC POWER	CDOW_201601_01	JAN 2016 ENERGY	439,931.41
BAZAN, STACEY	3360027866	TX REIMBURSEMENT 12/26/15 - 1/25/16	60.00
BEST WESTERN CROSSROADS	2/11/16	LODGING - HOLTZ	86.58
BILL GRANT	2/11/16	JANUARY 2016 JANITORIAL	187.00
BRADFORD, JARRID	287248950627	CELL PHONE REIMBURSEMENT 12/07/15 -	60.00
CABINETS BY ROBERT/CBR INDUSTRIES	02/02/16	CABINETS FOR HEALTH DEPT - J SNOW BLDG	4,156.00
CALIBRE PRESS	2/11/16	HOLTZ - FEMALE ENFORCERS	139.00
CASS CNTY TRANSPORTATION AUTHORITY	1898	DISPATCHING SERVICES-JAN 2016	12,532.32
COMMUNITY ANSWERING SERVICE	2628020116	DISPATCHING SERVICES	120.70
CREATIVE VINYL SIGNS, INC.	30941	EXHIBIT PANELS	56.50
DAVIS, DAVID	287243883201	TX REIMBURSEMENT 12/18/15 - 01/17/16	45.00
DOUBLEDAY OFFICE PRODUCTS, INC	01118	FURNITURE DELIVERY/ASSEMBLE	620.00
DOWAGIAC UNION SCHOOLS	201516-97	FUEL EXPENSES-JAN 2016	4,536.22
DUST BUSTERS	2/16/16	CLEANING SERVICES 03/16	1,625.00
EBERSOL, TIMOTHY	02/18/2016	UB refund for account: 12-1436-10	138.87
ELECTIONSOURCE	30451	OPTECH INSIGHT CODING & BALLOT LAYOUT	2,520.00
ELMER'S LOCKSMITH	7328	REKEY DOORS - SNOW BLDG	126.90
FEIRICK, TIM & ABBIE	02/18/2016	UB refund for account: 04-2244-4	136.03
FIA CARD SERVICES	1350806	ECON DEV MEETING	37.22
FIA CARD SERVICES	01/12/16	CAUA MEETING	11.92
FIA CARD SERVICES	1352417	ECON DEV MEETING	33.94
FIA CARD SERVICES	1009	ECON DEV MEETING	16.76
FIA CARD SERVICES	1353986	MTG W/PAUL B (PREMIER)	37.85
FIA CARD SERVICES	38924	MML CAPITOL CONF	720.00
FIA CARD SERVICES	05245248	DISK RECOVERY SERVICE	49.00
FIA CARD SERVICES	1/21/16	DISK RECOVERY SERVICE (REFUND)	(49.00)
FIA CARD SERVICES	84807-12058	NEWSLETTER SUBSCRIPTION	3.00
FIA CARD SERVICES	1864559	AUDIT WEBCAST	99.00
FIA CARD SERVICES	MHFDSJ6973	IPHONE MONTHLY BACKUP SUBSCRIPTION	0.99
FIA CARD SERVICES	34185	B5 LIFT STATION - DISCONNECT SWITCH PART	201.90
FIA CARD SERVICES	538103009	LIFT STATION ALARMS - FAX SERVICE	24.99
FIA CARD SERVICES	2164370	PRESSURE TRANSDUCER	73.70
FIA CARD SERVICES	3004449019	FAX SERVICE - LIFT STATION REPORTS	24.99
FIA CARD SERVICES	LN957-P3A90-8N5	BUSINESS CARDS - HAFLER	26.20
FIA CARD SERVICES	XC4HW-N3A57-2J6	BUSINESS CARDS - KUSA	26.20
FIA CARD SERVICES	3219496145	PARKING CHARGES	57.00
FIA CARD SERVICES	Q155017	DOWNTOWN IMPROVEMENT	2,539.37
FLEIS & VANDENBRINK ENGINEERING INC	42390	BIDDING & CONSTRUCTION SERVICES - WWTP	6,960.31
FREDRICKSON SUPPLY, LLC	01-1510	MT6 TRACKLESS - LIGHT/MIRROR/BREATHER	737.29
FRONTIER	26978201001022145	SNOW BLDG - PHONE SERVICE	198.14
GLOBAL TELEMATIC SOLUTIONS, LLC	#3FEB2016-	VEHICLE TRACKING SERVICE-ADD ADDITIONAL	625.35

Vendor		Description	Amount
GLOBAL TELEMATIC SOLUTIONS, LLC	22534	VEHICLE TRACKING SERVICE	320.00
GRAMES TIRE & BATTERY, INC	5066	4 NEW TIRES (#10)	619.80
GREEN, LORINE	02/18/2016	UB refund for account: 16-1834-8	250.10
HALE'S HARDWARE, INC	C150123	CLEANING SUPPLIES	14.27
HALE'S HARDWARE, INC	B101604	BLK ENAMEL PAINT/PAINT CAN HOLDER	13.45
HALE'S HARDWARE, INC	C148587	EXHIBIT SPRAY ADHESIVE	13.08
HALE'S HARDWARE, INC	B101963	SHIPPING - NUBOUR TRANSDUCER	9.13
HALE'S HARDWARE, INC	A18562	SHIPPING CHG - PBT REPAIR	13.95
HALE'S HARDWARE, INC	D101524	LAB SUPPLIES	8.24
HALE'S HARDWARE, INC	C146004	SHIPPING	22.38
HALE'S HARDWARE, INC	C145962	LAB SUPPLIES	89.20
HALE'S HARDWARE, INC	C145292	LAB SUPPLIES	37.13
HARTLINE, BOBBIE JO	2/10/16	ATTY OFFICE/DERMATOLOGY CLOSETS (J SNOW	162.70
HARTLINE, BOBBIE JO	2/10/16	CITY RETREAT - REIMBURSEMENT	86.77
HARTLINE, BOBBIE JO	2/17/16	REIMBURSE FOR OPERATING SUPPLIES	9.68
HOLIDAY INN EXPRESS & SUITES	2/11/16	DAVIS - LODGING/TRAINING	1,192.50
IAPE	M16-38100	IAPE MEMBERSHIP RENEWAL	50.00
IDEXX DISTRIBUTION CORP	297656631	WWTP - LAB SUPPLIES	15.25
INDIANA MICHIGAN POWER	2/10/16	CAUA - AEP UTILITY CHARGES	1,744.22
ITRON, INC	403976	QUARTERLY SOFTWARE MTCE	951.99
J DOHENY SUPPLIES INC	A90655	CATCH BASIN NOZZLE/LATCH KEEPER (#11)	275.79
JONES & BARTLETT LEARNING, LLC	3349599	STUDENT WORKBOOK FOR STEVENS FIRE	58.11
JUDD LUMBER COMPANY, INC	1602-672445	NUTS/BOLTS/SCREWS - MATTHEWS PLAQUE	1.35
JUDD LUMBER COMPANY, INC	1601-670468	1 BOX 22C4 LOADS - J SNOW BLDG	8.49
JUDD LUMBER COMPANY, INC	1601-671128	6 SHEETS FIRE CODE DRYWALL - J SNOW BLDG	100.86
KLUG, PATRICIA	2/17/16	VULNERABLE ADULT MTG	8.64
KOTZ SANGSTER WYSOCKI PC	369351	LEGAL SERVICES	4,263.00
KW CONSTRUCTION SERVICES, LLC	126568-32	CREW SUPERVISION 1/24 -2/7/16	1,184.00
LAYLIN WELDING, INC	102627	MATERIAL FOR SNO-BOX (#150)	29.18
MADISON NATIONAL LIFE INS CO, INC	2/17/16	LIFE INSURANCE - FEB/MAR 2016	1,659.05
MERRILL EXCAVATING, INC.	2332	CLEAN DITCH - MIDDLE CROSSING DAM	600.00
MICHIGAN ASSOCIATION OF MAYORS	2/11/16	2016 MEMBERSHIP DUES	85.00
MWEA	11562	MEMBERSHIP RENEWAL - GRIGGS	70.00
O'REILY AUTO PARTS	4979-109405	AIR FILTER - SEWER CAMERA VAN (#120)	12.61
PEERLESS-MIDWEST, INC	45700	PUMP OVERHAUL - RIVERSIDE BOOSTER	9,912.50
POWERNET GLOBAL COMMUNICATIONS	36172630	LONG DISTANCE SERVICE 1/12 - 2/12/16	20.32
PRECISION DATA PRODUCTS, INC.	I0000455017	PRINTER TONER & THUMB DRIVES	134.90
PREFERRED PRINTING, INC	29110	EXHIBIT OPENING INVITES	177.50
PREFERRED PRINTING, INC	29167	LETTERHEAD	18.36
PRIORITY COMPUTER SERVICES, INC	204230	RENEW SSL CERTIFICATE - EXCHANGE	561.00
PURLEE, SAVITA	02/18/2016	UB refund for account: 14-0310-2	171.19
REINGARDT, LUCILLE	02/18/2016	UB refund for account: 10-3025-10	156.60
REVILONAEJ	02/18/2016	UB refund for account: 14-2264-16	4.59
RHOADES MCKEE	260616	ENVIRONMENTAL-LANDFILL	875.00
RODDY, MONICA	02/18/2016	UB refund for account: 03-0821-33	18.84
ROMAN, KEVIN	60-0518-16	MILEAGE - COURT	8.64
ROSE, REBECCA	02/18/2016	UB refund for account: 17-2091-1	50.47
SCHERER, JOE DBA LONELY PI	2/16/16	03/16 MONTHLY PMT ACCT 7508450033	6,174.53
SEMCO ENERGY GAS COMPANY	0357531.501	GAS SVC 12/31/15 - 02/01/16	16.66

Vendor		Description	Amount
SEMCO ENERGY GAS COMPANY	0357529.501	GAS SVC 12/31/15 - 02/01/16	133.21
SEMCO ENERGY GAS COMPANY	0357530.501	GAS SVC 12/31/15 - 02/01/16	77.03
SEMCO ENERGY GAS COMPANY	0149089.500	GAS SVC 12/31/15 - 02/01/16	255.14
SEMCO ENERGY GAS COMPANY	0149077.500	GAS SVC 12/31/15 - 02/01/16	749.03
SEMCO ENERGY GAS COMPANY	0149080.500	GAS SVC 12/31/15 - 02/01/16	659.57
SEMCO ENERGY GAS COMPANY	0148902.500	GAS SVC 12/31/15 - 02/01/16	258.32
SEMCO ENERGY GAS COMPANY	0146763.501	GAS SVC 12/30/15 - 01/29/16	995.17
SEMCO ENERGY GAS COMPANY	0147944.500	GAS SVC 12/30/15 - 01/29/16	93.70
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SVC 12/29/15 - 1/28/16	244.35
SEMCO ENERGY GAS COMPANY	0359348.500	GAS SVC 12/23/15 - 1/26/16 (NUBOUR	12.48
SEMCO ENERGY GAS COMPANY	0149138.502	GAS SVC 12/31/15 - 02/01/16	121.75
SEMCO ENERGY GAS COMPANY	0148809.501	GAS SVC 12/31/15 - 02/01/16	579.10
SMITH, JAMES G.	02/18/2016	UB refund for account: 16-1847-9	56.31
SOUTH BEND UNIFORM	30442	UNIFORM-DAVIS	285.60
SOUTH BEND UNIFORM	29583	UNIFORM-OSTROM	165.40
SPARKLE AND SHINE CAR WASH	1105-53	PD CAR WASH	10.00
SPENCER MANUFACTURING, INC	10778	REPLACEMENT STROBE LIGHT	182.60
STATE OF MICHIGAN-MDOT	SE 385272	TRAFFIC SIGNAL ENERGY - 7/1 - 9/30/15	144.73
THE RIDGE COMPANY	656223	OIL FILTER (#120)	4.20
THE RIDGE COMPANY	655950	STROBE LIGHT - STOCK	74.84
THE RIDGE COMPANY	655987	O-RING #11	0.54
THE RIDGE COMPANY	656711	HALOGEN LAMP (#5)	26.58
THE RIDGE COMPANY	657219	PLUG/BRAKE TAIL LIGHT (#107)	17.12
THE RIDGE COMPANY	655895	OIL FOR PARKS VEHICLES/LIGHT (MT6)	5.84
THE RIDGE COMPANY	655792	FLAT BLK/SUPER GLUE (BARRICADES)	11.53
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT 01/06 -	60.00
USA BLUEBOOK	860489	LAB SUPPLIES (RETURN)	(139.95)
VANDERVRIES, EDWARD	2/16/16	ASSESSING SERVICES 03/16	1,775.00
WAGeworks	125AI0446724	WAGeworks FEE	65.00
WASTE MANAGEMENT OF MICHIGAN, INC.	7445000-2529-4	20 YD DUMPSTER - INACTIVITY CHG.	80.00
WASTE MANAGEMENT OF MICHIGAN, INC.	8378035-1710-6	DUMPSTERS/TRASH CART 1/16	397.85
WASTE MANAGEMENT OF MICHIGAN, INC.	7444978-2529-2	SLUDGE DISPOSAL	2,105.00
WATSON'S TREE SERVICE	3122709	REMOVE TREES & LIMBS (202 W WAYNE/106	2,500.00
WATSON'S TREE SERVICE	3122710	REMOVE TREE & STUMP - CEMETERY	3,300.00
WAYNE & KATHY LAWRENCE	2/18/16	AWARD AMOUNT	150.00
WEAL L.E.D'S LLC	1769	REPLACEMENT LED LIGHTS	103.75
WEST SIDE TRACTOR SALES	U25199	ELBOW FITTING/O-RING (#11)	11.14
WEST SIDE TRACTOR SALES	U25147	GASKET/O-RING (#11)	35.24
WIGHTMAN & ASSOCIATES, INC	51832	PUMP BLDG WALL	960.00
WIGHTMAN & ASSOCIATES, INC	51829	2015 BRIDGE INSPECTIONS	90.00
YEO & YEO PC	370810	PROF SVC RENDERED THROUGH 1/31/16	1,500.00
Total:			531,230.27