



REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, March 14, 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 22, 2016
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- COMMUNICATIONS –
1. Band Boosters Raffle License request
 2. Borgess Lee Memorial Hospital Nursing Shared Governance Committee flower sale to benefit nursing Education and development. Opening day sale at Farr Park.
 3. Borgess Lee Memorial Hospital Nursing Shared Governance Committee flower sale to benefit nursing Education and development. Saturday sale at Beckwith Park.
 3. Chamber of Commerce / DDA Easter Eggstravaganza
 4. Farm and Artisan Market 2016
- PUBLIC HEARING
1. A public hearing will be held concerning the City of Dowagiac's intent to apply for a grant from the Michigan Natural Resources Trust Fund for a project to improve accessibility at Rudy Park.

RESOLUTIONS –

1. Resolution to authorize the City Manager to submit a grant application to the Michigan Department of Natural Resources Trust Fund for a project to improve accessibility at Rudy Park.
2. Resolution to authorize a contract with the Michigan Department of Transportation for a Federal/State/Local airport project under the block grant program for acquiring land for approaches and construction of a terminal building-design.
3. Resolution to authorize the updating of ICMA 401 Money Purchase Plan Document.
4. Resolution setting a public hearing and investigation of a nuisance as defined in Chapter 38 of the Dowagiac Code of Ordinances for 118 Clyborn St.
5. Resolution authorizing an agreement with Synagro to haul and land apply biosolids.
6. Resolution to authorize the payment of bills:

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$1,111,652.02	\$120,807.58	\$1,232,459.60

COMMENTS FROM CITY OFFICIALS –

Resolutions Continued:

7. Resolution to go into closed session for the purpose of discussing litigation.

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

DOWAGIAC CITY COUNCIL MEETING

Monday, February 22, 2016

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

Mayor Pro-Tem Laylin led the Pledge of Allegiance to the flag.

PRESENT: Mayor Pro-Tem Leon D. Laylin; Councilmembers Charles K. Burling, James B. Dodd, Lori A. Hunt, Danielle E. Lucas, Bob B. Schuur and City Clerk Jane P. Wilson.

ABSENT: Mayor Donald D. Lyons

STAFF: City Manager Kevin P. Anderson, Assistant City Manager Rozanne H. Scherr, Public Safety Director Steve Grinnwald

APPROVAL OF MINUTES OF PREVIOUS MEETING

Councilmember Burling moved and Councilmember Hunt seconded that the minutes of the February 8, 2016 meeting be approved.

APPROVED unanimously.

COMMENTS FROM THE AUDIENCE (AGENDA)

Robert Mortimore, Sr., resident, asked a question concerning the Charter Amendment. Mayor Pro-tem explained the last item on the agenda was a public forum to address questions and invited Mr. Mortimore to ask his question at that time.

RESOLUTIONS

1. Resolution to authorize a change in permit fees for the Building Department.

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

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.

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

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

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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.

ADOPTED unanimously.

2. Resolution authorizing the Cass County Drain Commissioner to expend money to maintain and repair the California Drain.

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

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Res. #2
February, 22, 2016

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.

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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

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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.

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This Grant of Easement is intended to run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, and may not be amended or modified without prior written approval of the District. Any amendment or modification to this Grant of Easement shall be by an instrument in recordable form executed by both the Grantor and the District and recorded at the office of the Cass County Register of Deeds.

Exempt pursuant to: MCL 201.505(a) and MCL 201.526(a).

CALIFORNIA DRAIN DRAINAGE DISTRICT

Dated: _____

By: Bruce Campbell, Drain Commissioner

GRANTOR:

Resolution Number: _____

CITY OF DOWAGIAC

Dated: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF CASS)

On this _____ day of _____, 2015, before me, a Notary Public in and for said County, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

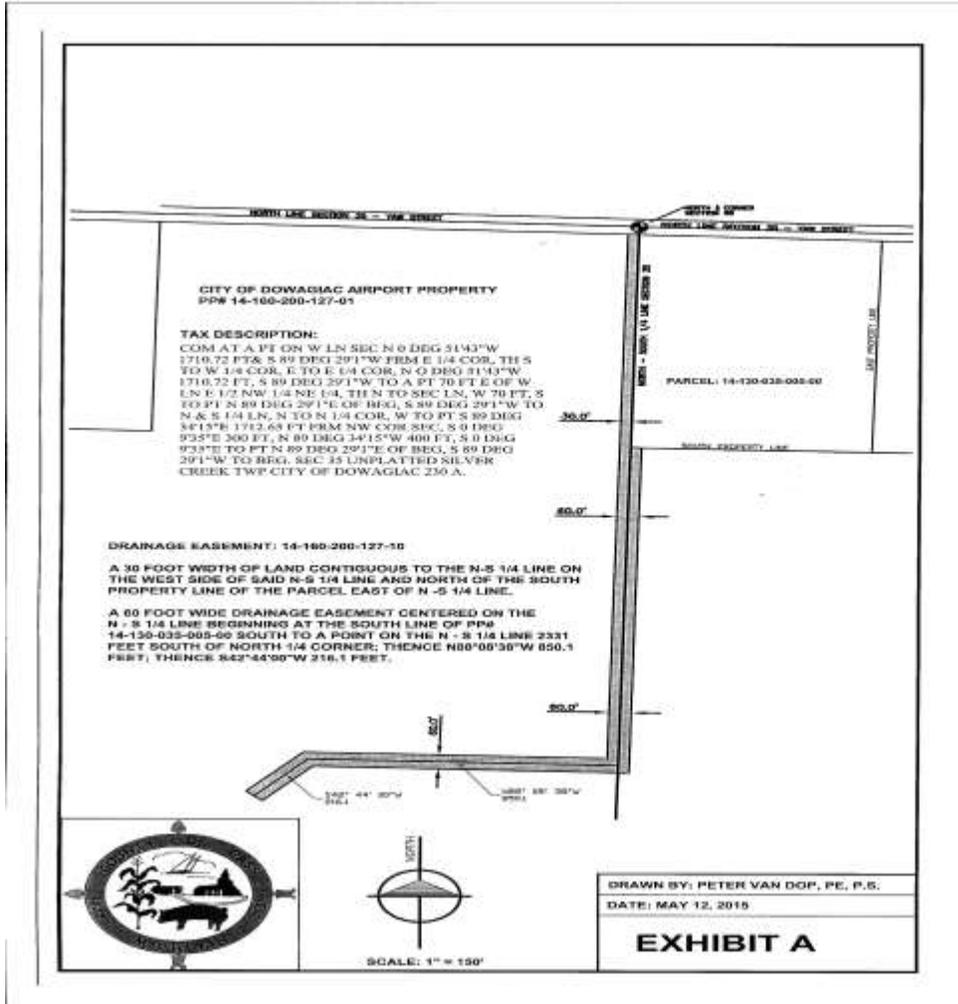
Notary Public
State of Michigan, County of Cass
My Commission Expires: _____
Acting in the County of Cass

Prepared by: Peter Van Dop, P.E.
 Engineer/Chief Deputy

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ADOPTED unanimously.

3. Resolution of intent to borrow for various capital improvement projects in the City of Dowagiac.

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

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;

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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.

**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

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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.

ADOPTED unanimously.

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4. Resolution to authorize design and construction services proposal from Wightman & Associates for the Corridor Improvement Project.

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 unanimously.

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

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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

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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.

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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

By:

Donald D. Lyons, Mayor

By:

Kevin Anderson, City Manager

WIGHTMAN AND ASSOCIATES, INC.

By:

Matt A. Davis, President

By:

Steve Carlisle, Chairman

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

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

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 02/18/16:

Invoices	\$531,230.27
Payroll #11	<u>\$199,771.80</u>
Total	\$731,002.67

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	\$731,002.67

ADOPTED on a roll call vote.

Ayes: Four (4) Burling, Dodd, Hunt, Lucas

Nays: None (0)

Absent: One (1) Schuur

Abstain: None (0)

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

City Manager Kevin Anderson cited several of the reasons identified in the attached documents, entitled "Information Flyer" and "Questions about Ballot Issue." He offered as examples the provisions enabling the City to establish an Electric Facilities Board, and appoint Justices of the Peace, noting that the Charter has not been amended since its adoption. He pointed out that the City no longer generates electricity, so there's no longer a need for the Electric Facilities Board and since Justices of the Peace are no longer recognized by the State, there's no reason for that provision to remain in the City's Charter.

DOWAGIAC CITY COUNCIL MEETING

Monday, February 22, 2016

Page Sixteen

Leon Anderson, Jr., Chair of the Local Officers' Compensation Commission (LOCC), referred the Council to a discussion in which the Commission, in recommending an hourly rate for the City Clerk's position following James Snow's retirement, indicated they did not believe the Council had the authority to either specify or limit the Clerk's hours, and reminded them no discussion of the proposed Charter amendment took place at that time.

City Manager Anderson acknowledged, but did not respond when Leon Anderson mentioned a statement published in the Leader and attributed to Anderson, to the effect that the decision to amend the Charter was based on the recommendation of the LOCC. (That issue is addressed in "Questions about Ballot Issue.")

City Manager Anderson reiterated some of the reasons set forth in the "Information Flyer" and "Questions about Ballot Issue," citing loss of "tax and state shared revenue," and stated his belief that the time required to fulfill the Clerk's responsibilities no longer justified a full-time clerk and full-time deputy, citing technological improvements that have rendered many of the Clerk's duties obsolete.

Mayor Pro-tem Laylin added, "we specified we want the clerk to work 5 half days or 3 full days, because we don't want to pay a full-time salary for part-time work."

Leon Anderson stated a similar proposal was voted against several years ago. He argued the Clerk's position was purposely created as an elected position, in order to insure the Clerk's independence from the Council, thereby creating a check and balance system, which would be eliminated entirely if the Clerk was appointed by the City Manager or Council.

He pointed out that some of the duties set forth in the Charter had already been assumed by the City Manager or his appointee, although the Charter provision delineating the Clerk's responsibilities and authority had not been amended, and noted that the election process has changed considerably since the Charter was adopted, increasing the Clerk's accountability to the Secretary of State as well as the local electorate. He added his observation as an election inspector that the Clerk's role as the election administrator has become significantly more sophisticated and those responsibilities have actually increased, as the result of the enlargement and diversification of local clerks' duties under the authority of the Secretary of State.

Council member Hunt noted the provisions in the Charter that set forth the Clerk's duties and Council member Burling acknowledged and apologized for having been unaware some of the Clerk's responsibilities had changed since the Charter was adopted.

Leon Anderson expressed his concern the council believed the voters were incapable of choosing a competent clerk, or treasurer, reiterating that many voters prefer those who hold public office to be accountable to them, rather holding appointed positions.

DOWAGIAC CITY COUNCIL MEETING

Monday, February 22, 2016

Page Seventeen

He referred to the other potential proposals identified in the Information Flyer, noting the cost of advancing each proposal, particularly if they're addressed at separate elections. Mayor Pro-tem Laylin explained the council's decision was based on the concern that multiple proposals on one ballot were more likely to be defeated.

Diane Barrett-Curtis asked if the appointed clerk (should the proposal pass) would be eligible for benefits provided full-time City employees, such as health insurance and MERS.

City Manager Anderson replied that since the skill sets of available personnel provide the ability to combine responsibilities, it wouldn't be necessary to hire a replacement at the end of the Clerk's term. He noted the section in the Questions about Ballot Issue document, which indicates "it is not anticipated that the Clerk position will be full-time in the foreseeable future."

Barrett-Curtis asked why the Council hadn't solicited the community's input on redrafting the Charter as a whole, rather than placing specific proposals on the ballot individually.

Mayor Pro-tem Laylin stated the decision was made to address the changes one at a time, although some may be combined in future proposals.

Councilmember Burling indicated the proposal is a way to obtain the community's input.

Barrett-Curtis expressed the sentiment that community involvement in advance of placing a proposal on the ballot would have been beneficial.

Karen Judd stated she was "appalled the charter hasn't been amended in 40 years," and expressed her belief the decision should be made by the Council, or by the City Manager and approved by the Council. She cited the statistic that 80% of the communities in the State have decided to appoint their Clerks, and commented that 90% of voters haven't read the charter, adding that schools and colleges don't elect their employees. She suggested two to three proposals should be placed on the ballot in future elections.

Suellen Gause asked whether this would be a permanent change.

City Manager Anderson replied that it would be, until there was another vote on this issue.

Mayor Pro-tem Laylin added that voters can petition for a change to the charter at any time.

Councilmember Burling commented that James Snow performed many services to the community that weren't required by the Charter.

DOWAGIAC CITY COUNCIL MEETING

Monday, February 22, 2016

Page Eighteen

Teri Frantz asked why the reclassification of the Clerk's position was chosen to be the first provision to be changed.

City Manager Anderson indicated the reassignment of duties would be made at the time the Clerk's position became vacant.

Councilmember Burling added that the current clerk would remain in office until the end of the term, in November of 2019.

Council member Hunt expressed her gratitude to those who appeared and participated in the forum.

ADJOURNMENT

Upon motion by Councilmember Dodd and seconded by Councilmember Laylin, the Dowagiac City Council adjourned at 8:13 PM.

Leon D. Laylin, Mayor Pro-Tem

Jane P. Wilson, City Clerk

EVENTS APPROVAL FORM

Event: Dowagiac Band Boosters Raffle
Date: May 21, 2016
Sponsoring Organization: Dowagiac Band Boosters
Contact Person(s): Janice Murphy, Treasurer
Contact Person's Telephone: 269.281.1219

CITY MANAGER:

Final Approval Denial

Comments: _____

Signature _____ Date _____

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

DEPARTMENT OF PUBLIC SAFETY:

Approval Approval with conditions Denial

Comments: _____

Signature *H. L. Hamrick* Date 3/8/16

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature *Janice Bradford* Date 3-8-16

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

Kevin Anderson

From: Janice Murphy <janmurphy07@gmail.com>
Sent: Monday, March 7, 2016 3:52 PM
To: Kevin Anderson
Subject: Dowagiac Band Boosters

Thank you for your quick reply.

The raffle is scheduled for April 21st but now it may be postponed until May 21st. It just depends on how quickly we can get the license. There is a long list of items that I need to submit.

The Raffle proceeds this year will be divided. Part will go to help pay for student's Disney trip this November and part will go towards payment of new band uniforms.

Thanking you in advance for your consideration in this matter,

Janice Murphy, Treasurer
Dowagiac Band Boosters

Janice Murphy

269-281-1219

Dowagiac Band Boosters

Bobbie,
I called her
for next council
mtg



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(K)(ii))

At a Regular meeting of the Dowagiac City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on 3-14-16
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Dowagiac Band Boosters, Inc. of Dowagiac, MI
NAME OF ORGANIZATION CITY

county of Cass, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
 adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

Kevin Anderson

From: Janice Murphy <janmurphy07@gmail.com>
Sent: Monday, March 7, 2016 3:52 PM
To: Kevin Anderson
Subject: Dowagiac Band Boosters

Thank you for your quick reply.

The raffle is scheduled for April 21st but now it may be postponed until May 21st. It just depends on how quickly we can get the license. There is a long list of items that I need to submit.

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Dowagiac Band Boosters

Janice Murphy

269-281-1219

Dowagiac Band Boosters

Bobbi
I called her
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 (Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

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NAME OF ORGANIZATION CITY

county of Cass, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ at a _____ meeting held on _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

EVENTS APPROVAL FORM

Event: Flower Sale - Farr Park
Date: Friday, May 6, 2016
Sponsoring Organization: Nursing Shared Governance Committee of Borgess Lee Memorial Hospital
Contact Person(s): Christina McGowan
Contact Person's Telephone: 269.782.8212

CITY MANAGER:

Final Approval Denial

Comments: _____

Signature _____ Date _____

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

DEPARTMENT OF PUBLIC SAFETY:

Approval Approval with conditions Denial

Comments: _____

Signature Steve Hummel Date 3/10/16

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature James Bradford Date 3-10-16

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

Nursing Shared Governance Committee
Borgess Lee Memorial Hospital
420 W. High St.
Dowagiac, MI, 49047
March 9, 2016

Dowagiac City Council
241 S. Front St.
Dowagiac, MI, 49047

Dear Dowagiac City Council Members:

The Nursing Shared Governance Committee of Borgess Lee Memorial Hospital respectfully requests permission to use Farr Park on May 6th from 8am – 5pm for the purpose of a flower sale. The proceeds of the sale will be used to benefit nursing education and development at Borgess Lee.

Please feel free to contact me at Christina.McGowan@Borgess.com or at 783-3022.

Thank you for your consideration.

Sincerely,

Christina McGowan, RN
Vice-Chairman, Nursing Shared Governance Committee

Bobbie Jo Hartline

From: Mcgowan, Christina M. <Christina.Mcgowan@borgess.com>
Sent: Wednesday, March 09, 2016 7:46 AM
To: Bobbie Jo Hartline

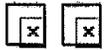
Dear Mrs. Hartline,

Due to the renovation of the main entrance of the hospital, nursing shared governance would also like to request the use of Farr Park Friday May 6th in addition to Beckwith Park Saturday May 7th. Attached is a letter of request and the press release.

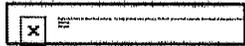
Thank you again for your help,

Christina McGowan |
Infection Prevention RN
Emergency Department RN
Nursing Shared Governance

Borgess Lee Memorial
420 W. High St
Dowagiac, MI 49047
Office (269) 783-3000



Borgess.com



That's where our creativity and compassion provide hope and dignity to those we serve.

CONFIDENTIALITY NOTICE:

This email message and any accompanying data or files is confidential and may contain privileged information intended only for the named recipient(s). If you are not the intended recipient(s), you are hereby notified that the dissemination, distribution, and or copying of this message is strictly prohibited. If you receive this message in error, or are not the named recipient(s), please notify the sender at the email address above, delete this email from your computer, and destroy any copies in any form immediately. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.

EVENTS APPROVAL FORM

Event: Flower Sale - Beckwith Park
Date: Saturday, May 7, 2016
Sponsoring Organization: Nursing Shared Governance Committee of Borgess Lee Memorial Hospital
Contact Person(s): Christina McGowan
Contact Person's Telephone: 269.782.8212

CITY MANAGER:

Final Approval Denial

Comments: _____

Signature _____ Date _____

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

DEPARTMENT OF PUBLIC SAFETY:

Approval Approval with conditions Denial

Comments: _____

Signature *St. L. Sumner* Date 3/10/16

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature *James Bradford* Date 3-10-16

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

Nursing Shared Governance Committee
Borgess Lee Memorial Hospital
420 W. High St.
Dowagiac, MI, 49047
February 2, 2016

Dowagiac City Council
241 S. Front St.
Dowagiac, MI, 49047

Dear Dowagiac City Council Members:

The Nursing Shared Governance Committee of Borgess Lee Memorial Hospital respectfully requests permission to use Beckwith Park on May 7th from 9am – 5pm for the purpose of a flower sale. The proceeds of the sale will be used to benefit nursing education and development at Borgess Lee.

Please feel free to contact me at Christina.McGowan@Borgess.com or at 783-3022.

Thank you for your consideration.

Sincerely,

Christina McGowan, RN
Vice-Chairman, Nursing Shared Governance Committee

News Release

BORGESS
Lee Memorial Hospital

FOR IMMEDIATE RELEASE

For additional information, contact:
Mike Smith
Public Relations
(269) 226.7091
michael.smith@borgess.com

Borgess-Lee nurses hold flower basket sale

DOWAGIAC, Mich., April XX, 2016 – The nurses at Borgess-Lee Memorial Hospital will hold their annual flower basket sale during the upcoming Dogwood Festival Friday and Saturday, May 6-7, 2016.

Flower baskets will be available for sale at the Borgess-Lee Memorial Hospital entrance from 9 a.m. until 4 p.m. on Friday. Basket sales will also be held from 10 a.m. until 2 p.m. on Saturday at Beckwith Park in downtown Dowagiac.

The events will feature more than 350 large hanging baskets of petunias, mini-petunias, wandering jew, ferns, fuchsia, begonias and geraniums. The sales are organized by the Nursing Shared Governance Committee at Borgess-Lee to support nursing education and development.

For information, contact Heather Moore, RN, clinical manager, ED/MedSurg/Critical Care, Borgess-Lee Memorial Hospital, at (269) 783.3000 or heather.moore@borgess.com.

About Borgess-Lee Memorial Hospital

For generations, Borgess-Lee Memorial Hospital has remained a vital part of the community fabric in Dowagiac and surrounding areas. As a designated critical access hospital, Borgess-Lee continues this legacy, delivering hometown healing with heart to residents in Dowagiac and throughout Cass County. The hospital offers quality care including leading-edge diagnostic and imaging services, responsive 24/7 emergency care, and outstanding cardiac diagnosis and care.

– more –

About Borgess

Borgess is a health system that offers high quality care in such areas as cardiovascular, neurosciences, orthopedics, vascular surgery, women's health, primary care, emergency medicine, bariatrics, imaging, and long-term acute care. Borgess includes Borgess Medical Center, Borgess-Pipp Hospital, Borgess-Lee Memorial Hospital, Borgess Health Park, Borgess at Woodbridge Hills, Reverence Home Health & Hospice, Borgess Staffing Solutions, Borgess Health & Fitness Center, Borgess Gardens and many additional owned or affiliated services. The 126-year-old health ministry serves residents of 10 counties. It is one of the area's largest health care providers and also is one of the largest employers. Borgess is a health ministry within Ascension, the nation's largest non-profit health system and the world's largest Catholic health system. For more information, please visit www.borgess.com.

About Ascension

Ascension (www.ascension.org) is a faith-based healthcare organization dedicated to transformation through innovation across the continuum of care. As the largest non-profit health system in the U.S. and the world's largest Catholic health system, Ascension is committed to delivering compassionate, personalized care to all with special attention to persons living in poverty and those most vulnerable. In FY2015, Ascension provided nearly \$2 billion in care of persons living in poverty and other community benefit programs. Approximately 160,000 associates and 36,000 aligned providers serve in 2,000 sites of care – including 137 hospitals and more than 30 senior care facilities – in 24 states and the District of Columbia. In addition to healthcare delivery, Ascension subsidiaries provide a variety of services and solutions including physician practice management, venture capital investing, investment management, biomedical engineering, clinical care management, information services, risk management, and contracting through Ascension's own group purchasing organization.

###

EVENTS APPROVAL FORM

Event: Easter Eggstravaganza
Date: Saturday, March 9, 2016
Sponsoring Organization: Chamber of Commerce / DDA
Contact Person(s): Vickie Phillipson
Contact Person's Telephone: 269.782.8212

CITY MANAGER:

Final Approval Denial

Comments: _____

Signature _____ Date _____

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

DEPARTMENT OF PUBLIC SAFETY:

Approval Approval with conditions Denial

Comments: _____

Signature *St. L. Hummel* Date 3/10/16

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature *James Bradford* Date 3-10-16

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____



Chamber of Commerce & DDA

Tour The Grand Old City at www.dowagiaccchamber.com

"Visit Dowagiac often. There are so many memorable ways to fill a day, a week or a lifetime."

March 9, 2016

Mayor Don Lyons and City Council
Dowagiac City Hall
241 S. Front Street
Dowagiac MI 49047

Dear Mayor Lyons and Council:

On behalf of the Greater Dowagiac Chamber of Commerce and Jessica Kehrer, chairman of our Easter Eggstravaganza, we are seeking permission to utilize the Beckwith Park, Haggin-Wimberley Memorial Bandstand and the Depot Drive lawn way for the springtime celebration that will be held Saturday, March 19. In case of inclement weather, the event will be moved to the following Saturday.

This year's celebration, which is co-hosted by the Chamber of Commerce and the Dowagiac Department of Public Safety, is underwritten by these corporate and in-kind sponsors: Eckman Chiropractic Clinic, Flint's Auto Repair, Honor Credit Union, Judd Lumber Co. & Rental, Kappa Beta Sorority, Southwestern Michigan College and Who Knew? Consignment.

Activities will run from approximately 10:30 a.m. to 12:30 p.m. and will include the Easter egg hunt at noon, Judd Lumber's bounce house, cookie decorating, face painting, pictures with the Easter bunny and the "Be a Bunny" Costume Contest. For your convenience, a brochure is attached.

Prior to the event, we would like to place an event & corporate sponsorship banner downtown. The day of the celebration, for safety reasons, we would like to temporarily close Beeson Street and the parking lot adjacent to the Beckwith Park, and will need barricades to do so.

Should you have any questions, feel free to contact me at 782-8212. Thank you, in advance, for your consideration.

Sincerely,

Vickie Phillipson, Program Director
Greater Dowagiac Chamber of Commerce
and Downtown Development Authority

Located in the Historic Dowagiac Train Depot 200 Depot Drive, Dowagiac, MI 49047
269.782.8212

EASTER

Eggstravaganza



Saturday, March 19
at Beckwith Park
Downtown Dowagiac

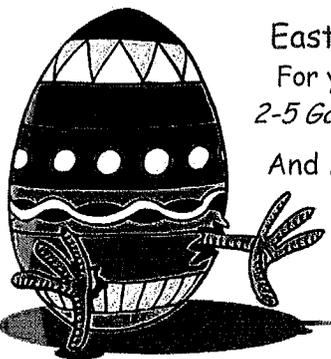
Rain date
Saturday, March 26

Visit with the Easter Bunny
at Beckwith Park at 10:30 am

Parents bring your cameras!
FREE bunny "bag"skets to store your eggs
& prizes also presented!

Enjoy face painting, cookie decorating
and Judd Lumber's bounce house.

"Be a Bunny" Costume Contest, 11:45 am
Prizes for best overall, most colorful and most original

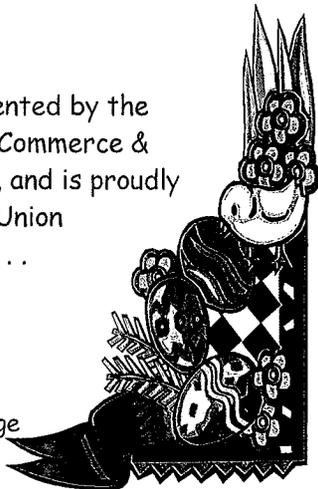


Easter Egg Hunt, Noon
For youngsters ages 2-10
2-5 Gazebo 6-10 Back lawn

And Meet ... Miss Dowagiac &
Her Court, and costumed
Characters!

Easter Eggstravaganza is presented by the
Greater Dowagiac Chamber of Commerce &
Department of Public Services, and is proudly
underwritten by Honor Credit Union
and these corporate sponsors . . .

- Eckman Chiropractic Clinic
- Flint's Auto Repair
- Judd Lumber Co. & Rental
- Kappa Beta Sorority
- Southwestern Michigan College
- Who Knew? Consignment



EASTER

Eggstravaganza



Saturday, March 19
at Beckwith Park
Downtown Dowagiac

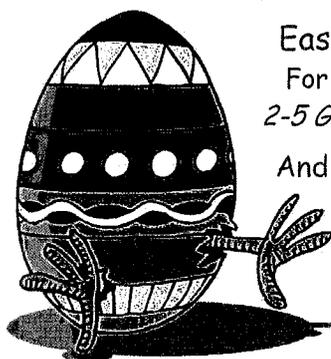
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Enjoy face painting, cookie decorating
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- Flint's Auto Repair
- Judd Lumber Co. & Rental
- Kappa Beta Sorority
- Southwestern Michigan College
- Who Knew? Consignment



EVENTS APPROVAL FORM

Event: Dowagiac Farm & Artisan Market
Date: June 1 - October 8, 2016
Sponsoring Organization: Downtown Development Authority (DDA)
Contact Person(s): Vickie Phillipson
Contact Person's Telephone: 269.782.8212

CITY MANAGER:

Final Approval

Denial

Comments: _____

Signature _____ Date _____

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

DEPARTMENT OF PUBLIC SAFETY:

Approval

Approval with conditions

Denial

Comments: _____

Signature Steve Summell Date 3/8/16

DEPARTMENT OF PUBLIC SERVICES:

Approval

Approval with conditions

Denial

Comments: _____

Signature James Bradford Date 3-8-16

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____



Chamber of Commerce & DDA

Tour The Grand Old City at www.dowagiacchamber.com

"Visit Dowagiac often. There are so many memorable ways to fill a day, a week or a lifetime."

March 7, 2016

Mayor Don Lyons and City Council
Dowagiac City Hall
241 S. Front St.
Dowagiac, Michigan 49047

Dear Mayor Lyons and City Council:

On behalf of the Dowagiac Downtown Development Authority (DDA) and the Dowagiac Area History Museum, Steve Arseneau, museum director, and I are requesting permission to again utilize the lawn way of the museum for the site of the Dowagiac Farm & Artisan Market.

The market will kick off its 2016 season Wednesday, June 1, and run through the second Saturday of October. Market hours are 9 a.m. to 2 p.m. on Wednesdays and Saturdays.

The market has been successful in establishing a loyal and returning clientele of both Dowagiac and Sister Lakes residents. Just as important, for our central business district, it provides another reason for families to utilize our beautiful downtown and to visit our museum.

In preparation for same, we are requesting the assistance of city personnel to:

- Install an approximate 3 by 6-foot banner on the lawn way at Division and Railroad streets to draw attention to the site of the market;
- And, install the Farm Market way-finding signs.

In addition to this signage, we will also be placing additional signage at major intersections within the Sister Lakes area to also publicize the market.

As always, thank you in advance, for your kind consideration.

Sincerely,

Vickie Phillipson, Program Director
Dowagiac Downtown Development Authority
and Greater Dowagiac Chamber of Commerce



Chamber of Commerce & DDA

Tour The Grand Old City at www.dowagiacchamber.com

"Visit Dowagiac often. There are so many memorable ways to fill a day, a week or a lifetime."

March 7, 2016

Mayor Don Lyons and City Council
Dowagiac City Hall
241 S. Front St.
Dowagiac, Michigan 49047

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In preparation for same, we are requesting the assistance of city personnel to:

- Install an approximate 3 by 6-foot banner on the lawn way at Division and Railroad streets to draw attention to the site of the market;
- And, install the Farm Market way-finding signs.

In addition to this signage, we will also be placing additional signage at major intersections within the Sister Lakes area to also publicize the market.

As always, thank you in advance, for your kind consideration.

Sincerely,

Vickie Phillipson, Program Director
Dowagiac Downtown Development Authority
and Greater Dowagiac Chamber of Commerce

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: March 11, 2016

SUBJECT: Michigan Department of Natural Resources Trust Fund (MNRTF) Grant Application

Over the past year City Council has been working on prioritizing a number of quality of life projects that will enhance access to the Dowagiac Creek. All projects have the potential for grant funding through the MNRTF. The first project under consideration is providing safe parking and ADA accessibility to Rudy Park.

The deadline for application is April 1 and then MNRTF staff scores and ranks each of the proposals. It is typically September/October before the applicants are notified of the results.

The proposed resolution authorizes the City Manager to make application on behalf of the city.

RECOMMENDATION

Approve the resolution to approve the to authorize the City Manager to submit a grant application to the Michigan Department of Natural Resources Trust Fund for a project to improve accessibility at Rudy Park.

Resolution #1

March 14, 2016

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

WHEREAS, the City of Dowagiac seeks to provide comprehensive and diverse recreational opportunities for its citizens, and;

WHEREAS, a notice of public hearing was duly advertised in the *Dowagiac Daily News* on March 3, 2016 and posted at City Hall to receive comment on proposed improvements to Rudy Park, and;

WHEREAS, in its 2015 through 2020 revised Park and Open Space Plan, the City identified the need to improve Rudy Park to accommodate persons with disabilities as well as for general community use, and;

WHEREAS, grant assistance for such park improvement is available through the Department of Natural Resources, and;

WHEREAS, the City will undertake to apply for Department of Natural Resources grant assistance to improve such property, and in so doing must commit to and provide local match funding equal to or exceeding 25% of the total improvement cost.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize the City Manager to submit an application to the Michigan Department of Natural Resources Trust Fund requesting up to 75% of the estimated \$162,500 total improvement cost required to develop and improve Rudy Park for the purposes of expanding outdoor recreation opportunities for persons with disabilities as well as general community use.

BE IT FURTHER RESOLVED that the City of Dowagiac will provide the required local match funding as specified by the Michigan Department of Natural Resources in conjunction with the approved award of any project grant.

ADOPTED/REJECTED

PUBLIC HEARING

There will be a public hearing on March 14, 2016 during the regularly scheduled City Council meeting of that date concerning the City of Dowagiac's intent to apply for a grant from the Michigan Department of Natural Resources through the Michigan Natural Resources Trust Fund. The purpose of this grant is to provide properly sited and designed parking, paved pathways, ADA accessible overlook and landscaping throughout Rudy Park. The site is located at the eastern City limit on Division Street, Dowagiac, MI. Citizens are encouraged to attend and comment regarding the proposed project.

DATED: March 1, 2016
Jane P. Wilson, City Clerk

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Dowagiac

TF16-0092

Section A: Applicant Site and Project Information: Rudy Park

*Is the application for site development <u>or</u> land acquisition? <input checked="" type="checkbox"/> Development Acquisition			
*Name of Applicant (Government Unit) City of Dowagiac		*Federal ID Number 38-6004607	*County Cass County
*Name of Authorized Representative Rozanne H. Scherr		*Title HR Director/Asst. City Manager	
*Address PO Box 430 241 S. Front St. Dowagiac, MI 49047		*Telephone (269) 782-2195 Fax (269) 782-9744	
*City Dowagiac	*State MI	*ZIP 49047	*E-mail rscherr@dowagiac.org
*State House District District 59		*State Senate District District 21	*U.S. Congress District District 6

*Proposal Title (Not to exceed 60 characters) Dowagiac Rudy Park Expansion Phase 1
--

*Proposal Description Development of a current drive-by only sculpture park to include a parking area, sidewalks and landscaping, and an ADA accessible overlook for viewing birds, wildlife and the natural pond and woods area.

*Address of Site M62 E at City limits	*City, Village or Township of Site City of Dowagiac/Lagrange Twp	*Zip 49047
*County in which Site is located Cass	*Town, Range and Section Numbers of Site Location <i>Letters must be upper-case:</i> <i>(examples: T02N, R13E, 22)</i> (Town) T06S (Range)R15W (Section)06	*Latitude/Longitude at park entrance 41.983597 -86.092864

*Park Name Rudy Park

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Dowagiac

TF16-0092

Section B: Project Funding and Explanation of Match Sources

SOURCES OF MATCHING FUNDS

PROJECT COST AMOUNTS

*Grant amount requested (round to the nearest hundred dollars)	\$121,000.00
Total Match	\$41,500.00
Total Project Cost	\$162,500.00
Percentage of match commitment (Must be at least 25% of total project cost)	25%
a) General Funds or Local Restricted Funds (Applicant's own cash)	\$41,500.00
b) Force Account Labor/Materials (Applicant's own paid labor or materials)	
c) Federal or State Funds	

You have entered a value for item c). Please provide the information below for each federal or state program from which matching funds will be provided. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND RECREATIONAL TRAILS PROGRAM (RTP) ARE THE ONLY FEDERAL FUNDS THAT CAN BE USED AS MATCH:

* (1) Program Name	*Administering Agency	
*Contact Name for Administering Agency	*Telephone	*Amount

***Type of Funds**

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

*Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

*Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No

Check to add program information for additional State of Federal funds that will be used as Match.

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Dowagiac

TF16-0092

Section B: Project Funding and Explanation of Match Sources

(2) Program Name	Administering Agency	
Contact Name for Administering Agency	Telephone	Amount

Type of Funds

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No

Check to add program information for additional State of Federal funds that will be used as Match.

(3) Program Name	Administering Agency	
Contact Name for Administering Agency	Telephone	Amount

Type of Funds

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No

d) Cash Donations

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Dowagiac

TF16-0092

Section B: Project Funding and Explanation of Match Sources

You have entered a value for item d). **Please list the individual sources and the amounts to be donated below.**

SOURCE	AMOUNT
*	
Total	\$0

*Is a letter of intent from each donor included with the application?
Yes No

e) Donated Labor and/or Materials

You have entered a value for item e). **Please include each item to be donated, the source, dollar value, and how the dollar value was determined.**

ITEM	SOURCE	DOLLAR VALUE	VALUATION METHOD
*			
Total		\$0	

*Is a letter of intent from each donor included with application?
Yes No

f) Donated Land Value (acquisition applications only)

You have entered a value for item f). **Please describe how the value of the land donation was determined.**

*

*Is a letter from the landowner committing to the donation of a portion of fair market value and any conditions placed upon their commitment included with application?
Yes No

Section C2: Project Details

Development Applications ONLY

*Applicant's current control of the site:

- Fee Simple
- Lease
- Easement
- Other (describe)

*Age of Park 40 Years

*Acres 4.0

Project Cost Estimate Table

<u>SCOPE ITEM</u>	<u>IS SCOPE ITEM OF UNIVERSAL DESIGN?</u>	<u>QUANTITY</u>	<u>TOTAL ESTIMATED COST</u>
Paved Parking Lot	No <input checked="" type="checkbox"/> Yes	8000 sft	\$20,000.00
Overlook or Observation Deck	No <input checked="" type="checkbox"/> Yes	1 LS	\$80,000.00
Landscaping	No <input checked="" type="checkbox"/> Yes	1 LS	\$15,000.00
Lighting	No <input checked="" type="checkbox"/> Yes	1 LS	\$15,000.00
Bench	No <input checked="" type="checkbox"/> Yes	2 Ea	\$4,000.00

(New rows will appear as rows are completed and Saved)

Other: Sidewalk	No <input checked="" type="checkbox"/> Yes	3000 sft	\$10,500.00
Park Identifier	No <input checked="" type="checkbox"/> Yes	1 Ea	\$3,000.00
Clearing	No <input checked="" type="checkbox"/> Yes	1 LS	\$15,000.00

Do not list the aspects of project execution, such as labor, construction equipment, contingency or raw materials. (New rows will appear as rows are completed and Saved)

Permit Fees
 MNRTF Sign
 Subtotal \$162,500.00

Engineering (These fees may not exceed 15% of subtotal)

Total Estimated Cost (Must equal Total Project Cost amount on Section B page.) **\$162,500.00**

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Dowagiac

TF16-0092

Section D: Justification of Need

- *1) If you are submitting multiple acquisition or development applications, what is the priority for this application? (1 = highest) 0
- *2) What page(s) of your recreation plan is the need for the proposed project discussed? From: 32 To: 32
If proposed project is on only one page, please enter the page number in both boxes
- *3) What was the date(s) of public meeting to discuss submission of the grant application? 3/14/2016
Additional dates: February 5, 2016
- *4) Did you gather public input from individuals with disabilities, their families, or advocates? No Yes
- *5) Are you the primary provider of recreation services to any surrounding communities, as documented in your recreation plan? No Yes
List Communities:
- *6) Was the application developed through collaboration with adjacent communities or school districts? No Yes

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Dowagiac

TF16-0092

Section E: Application History and Stewardship

0

NO YES

*1) Questions 1 is for *acquisition applications only - for development projects, leave blank and move to question 2.* Is the applicant financially solvent to complete the acquisition transaction without any third party assistance (i.e. loans, lines of credit, same day closings, etc.) until partial reimbursement and final audit is completed (approximately 180 days after closing)?

If yes, please provide documentation that supports this.

* 2) Has applicant received DNR recreation grant(s) in the past?

✓

If yes, does applicant currently have an open, active grant?

✓

*3) Has applicant closed, sold, or transferred any parkland or recreation facilities in the past 5 years?

✓

*4) Does applicant have a known unresolved conversion of grant-assisted parkland? (a conversion is a change from public outdoor recreation use to some other use)

✓

*5) Does applicant have a "residents only" policy for this park or other parks or recreation facilities?

✓

*6) Do you now or do you intend in the future to charge an entrance fee to the project site?

✓

If yes, fee schedule and policy for reduced entrance fees for low-income users included with application?

If yes, attach supporting Documentation on Required Attachments page.

*7) What is the applicant's current year budget for parks and recreation?

\$231,320.00

*8) What are the estimated operation and maintenance costs associated with the project?

\$2,000.00

Comments:

Current operation & maintenance costs are \$1,500 annual. With the addition of parking and pathways we anticipate a modest increase in annual cost.

Section F: Site Conditions

	<u>NO</u>	<u>YES</u>	<u>UNKNOWN</u>
*1) Does the applicant, landowner, or others have knowledge that any portion of the property is or has been used for industrial purposes, including manufacturing and/or minerals' processing or extraction (sand, gravel, oil, or gas) at this time or in the past?	✓		
*2) Does the applicant, landowner, or others have knowledge that any portion of the property is currently being used or has been used in the past for a gas station, motor vehicle service or repair facility, commercial printing facility, dry cleaners, photo developing lab, junkyard, landfill, waste treatment, storage, processing or recycling or disposal facility?	✓		
*3) Does the applicant, landowner, or others have knowledge that any of the following are or have in the past been stored, discarded, or used on the property – automotive or industrial batteries, pesticides or other chemicals used in agricultural practices, paints, industrial waste, or other chemicals in drums or other containers?	✓		
*4) Does the applicant, landowner, or others have knowledge that fill dirt or other fill material of unknown origin is on this property or has in the past been placed on the property?	✓		
*5) Does the applicant, landowner, or others have knowledge of any evidence of leaks, spills, or stains from a substance other than water at this time or in the past?	✓		
*6) Does the applicant, landowner, or others have knowledge that there are or have in the past been waste disposal pits, lagoons, or ponds on the property?	✓		
*7) Does the applicant, landowner, or others have knowledge that there are at this time or have in the past been registered or unregistered storage tanks on the property?	✓		
*8) Does the applicant, landowner, or others have knowledge that contaminated groundwater lies below the property?	✓		
*9) If there is a water well on the property, does the applicant, landowner, or others have knowledge that contaminants have been identified in the well that exceeded legal standards or has the well been identified as contaminated by a government agency?	✓		

Section F: Site Conditions

- *10) Has the landowner been notified about any current violations of environmental laws pertaining to activities on the property or does applicant, landowner, or others have knowledge about past violations? ✓
- *11) Has the landowner been notified of any environmental assessments of the property that identified a) the presence of hazardous substances, petroleum products, or contamination; or b) the need for further assessment? ✓
- *12) Does the applicant, landowner, or others have knowledge that any hazardous substances, unidentified waste materials, tires, or automotive or industrial batteries have been dumped above ground, buried, or burned on the property? ✓
- *13) Is the property listed on any federal or state list of contaminated sites, including the site of a leaking underground storage tank? ✓
- *14) Does the applicant, landowner, or others have knowledge that any of the adjoining properties are currently being used or have been used in the past for the purposes listed in the previous questions 1-13? ✓
- *15) Has an environmental assessment been completed for the site?
If yes, provide the most current on the Required Attachments page. ✓
- *16) Are permits required for the development of the site?
If yes, please complete the following table: NO

TYPE OF PERMIT	PERMITTING AGENCY	EFFORTS TAKEN TO OBTAIN PERMIT OR DETERMINING PERMIT REQUIREMENTS
Part 91	MDEQ	Contact Cass County Drain Commissioner

If 'Yes' or 'Unknown' was selected for any of the questions on this page, please explain here:
Permit will be obtained prior to start of construction.

Section G: Natural Features of The Project Site

To the best of your knowledge, does the project site include:

***Great Lakes shoreline or Great Lakes connecting water frontage?** ✓ No Yes

If yes, name of Great Lake or Great Lakes connecting water:

How many linear feet of shoreline or frontage?

***Inland lake frontage?** ✓ No Yes

If yes, name of water body:

What is the size of the total water body in acres?

How many linear feet of frontage are on site?

***River and/or tributary frontage?** No ✓ Yes

If yes, name of water body:

Mill Pond Creek

How many linear feet of frontage?

500

Is the river or tributary a state natural river or a federally dedicated wild and scenic river?

✓ No Yes

***Wetland acreage or frontage?** No ✓ Yes

If yes, please list the number of acres of the type(s) of wetland(s) on site:

Marsh	2	Bog	Dune and swale complex
Prairie		Forest	Boreal Forest
Fen		Shrub	Type unknown

Is documentation of type and quality with application? ✓ No Yes

If yes, source of information:

***Other water acreage or frontage?** ✓ No Yes

If yes, name of other water body:

Is the entire water body completely within the site boundaries?

No Yes

How many linear feet of frontage or acres of water are on site?

***Sand dunes?** ✓ No Yes

If yes, list the number of acres of sand dunes on the site:

Critical Not designed as critical, or designation unknown

Is documentation of type and quality provided with application?

No Yes

If yes, source of information:

***Dedicated state or federal listed wilderness or dedicated natural area or** ✓ No Yes

Pigeon River County State Forest land or inholding?

If yes, name of area:

How many acres on site?

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Dowagiac

TF16-0092

Section G: Natural Features of The Project Site

***Rare species or any other significant feature as defined by the Michigan
Natural Features Inventory?**

No Yes

If yes, list species or feature and status.

if too many to list here, include in the application narrative.

Population/range locations denoted on site plan or other map?

No Yes

Section H: Wildlife Values of The Project Site

Will the proposed park or park development:

* **Protect wildlife habitat** (for example, breeding grounds, winter deeryards, den sites)? ✓ No Yes

If yes, list species:

How many acres of habitat does the site provide?

***Act as a wildlife corridor between existing protected areas or buffer an existing protected area?** ✓ No Yes

If yes, name the existing park(s) or protected area(s):

How many acres are currently in protected status?

Is documentation of the ecological value of adjacent protected areas and/or the ability of the project site to act as a corridor/buffer provided with application? No Yes

If yes, source of information:

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Dowagiac

TF16-0092

Section I: Natural Resource Recreation Opportunities

Will the proposed park or park development provide new or additional:

*Water recreation opportunities? No Yes

*Motorized recreation opportunities (ORV and/or Snowmobile)? No Yes

*Hunting Opportunities? No Yes

If yes, what seasons will be available? (for example, deer/firearm)
How many acres will be available for hunting?

*Fishing opportunities? No Yes

If yes, what type of fishing opportunities will be provided? (species/methods)
Largemouth bass, northern pike, and perch

*Bird watching or other nature viewing opportunities? No Yes

If yes, what species can be viewed?
Bald eagle, king fisher, and blue heron

*Nature interpretation or education opportunities? No Yes

If yes, how are the interpretation or education opportunities provided? (check all that apply)

- Interpretive signage Part time or volunteer naturalist
- Interpretive brochures Full time naturalist
- Nature center

Have you formed a partnership with another organization to provide **No Yes**

interpretive/educational services?

If yes, name of organization

Provided examples of interpretive materials, descriptions of classes, and other documentation on the interpretive/educational services provided with application:

Sculpture tours are offered by the City to guide individuals to all of the beautiful sculptures located throughout Dowagiac.

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Dowagiac

TF16-0092

Section J: Public Access Opportunities

* Will the site be open to the general public? No Yes

List the hours open to the public:

	From	To	Closed
Sunday	8 am	6 pm	
Monday	8 am	6 pm	
Tuesday	8 am	6 pm	
Wednesday	8 am	6 pm	
Thursday	8 am	6 pm	
Friday	8 am	6 pm	
Saturday	8 am	6 pm	
Holidays	8 am	6 pm	

Comment: Subject to change during winter months

How will the public reasonably be able to access this site?

- Automobile
- Boat
- Public Transportation
- Motorized Trail
- Non-Motorized Trail including Mountain Bike and Hiking Trails
- Sidewalk or Pathway
- Other (describe)

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Dowagiac

TF16-0092

Section K: Trails

* Is the proposed site a trail?

No Yes

Who is the primary intended user? (Check one)

- Hikers/Pedestrians
- Mountain Bicyclists
- Other motorized vehicle users
- Road Bicyclists
- Cross-Country Skiers
- Other, explain:
- Equestrians
- Snowmobilers

Who are the secondary users?

- Hikers/Pedestrians
- Mountain Bicyclists
- Other motorized vehicle users
- Road Bicyclists
- Cross-Country Skiers
- Other, explain:
- Equestrians
- Snowmobilers

Is the trail connected to another trail(s) or part of a larger trail network?

No Yes

If yes, what is the name of the network?

How long is the trail?

- Total linear feet
- Linear feet bituminous (paved)
- Linear feet boardwalk (if applicable)
- Linear feet sidewalk
- Linear feet other hard surface

What is the width of the trail?

Linear feet

* Is this proposed project part of the Iron Belle Trail (Governor's Showcase Trail)?

Yes No

Application Narrative

*I. Project Justification and Support:

Overview – The City of Dowagiac is requesting funding to redevelop a current drive-by only sculpture park to include the development of a parking area with a view of the natural creek area, an ADA accessible overlook, landscaping, and stairs to a fishing platform above the water. Currently, Rudy Park is a 4.0 acre “Mini Park” that is located on the eastern most side of Dowagiac, adjacent to Mill Pond. This park, although not directly used by the public, is currently established for floral displays of native wild flowers and flowering trees. Passing motorists appreciate the beautiful landscape provided by the seasonal-changing display of color and blossoms.

Project Need – The City of Dowagiac has updated their Park & Open Space Plan in 2015. It is desired and sought after by the local community to develop safe access to the existing drive-by sculpture park. The project is proposed to include a parking area with a view of the natural creek area, ADA accessible overlook, landscaping, and stairs to a fishing platform above the water. An easily accessible park system adds to the overall quality of life for residents by providing access to various outdoor activities, such as walking and fishing.

Recreation Plan – The proposed park renovation is a high priority item in the City’s Park & Open Space Plan (pages 32 and 35). The City’s planning process also takes into account and largely follows the MDNR’s Statewide Comprehensive Outdoor Recreation Plan (SCORP) by collaborating within the community in an effort to help implement the park redevelopment and by striving to improve access and connectivity between recreational opportunities. They do so to better meet the needs and desires of its residents and visitors. Improving on this existing park and its natural features will not only further encourage healthy living, but also promote Michigan’s high-quality natural and cultural beauty.

Collaboration – The City of Dowagiac has updated their Park & Open Space Plan in 2015 in an effort to better implement the City’s goals and objectives. This project would not have been possible without the extensive collaboration with focus groups within the community such as youth sports organizations, park board meetings, Dowagiac Union School District, and social media. This collaboration helps to fast-track the planning process of the proposed park renovation that will provide the City residents, as well as area commuters with healthy and fun outdoor recreational activities.

Support – This project has received widespread support locally. The City of Dowagiac has reached out to disabled people in the community during the development of this grant application. Letters of support regarding the park expansion are attached separately.

Future Partnerships – Future partnerships may include local Scout programs, youth groups, and local fishing groups.

*II. Project Description:

PARK EXPANSION – This project includes the construction of a parking area with a view of the natural creek area, an ADA accessible overlook, landscaping, and stairs to a fishing platform above the water. Relocation and reconstruction of concrete curb and gutter, and the addition of sidewalk and crosswalks will also be included in the proposed project. All road crossings will have concrete ADA ramps, pavement markings, and signage. The proposed project is located at the southeast quadrant of Division Street and Colby Street on the eastern most side of Dowagiac, directly adjacent to the Mill Pond.

Signage – The project includes entrance signs, pedestrian crossing signage, and road crossing pavement

Application Narrative

markings. This is to ensure the overall safety of the general public when accessing the park.

Access – Rudy Park will be accessible from a new entrance drive located directly across from Colby Street. Newly constructed sidewalk and road crossing pavement markings will allow pedestrian foot traffic to easily access the park. This accessibility will help to promote healthy living as well as fun, outdoor, recreational activities to all members of the community.

Site Factors – The layout and design of the access drive, parking lot, walkway, overlook, and fishing platform will be in accordance with AASHTO, FHA, MDOT, and the Michigan Manual on Uniform Traffic Control Devices guidelines and standards. The addition of the access drive, overlook, and fishing platform were proposed to better utilize the existing park area, while also offering residents with a convenient, and scenic, park system.

Destinations – The surrounding land uses are diverse including residential, commercial, and industrial areas. The proposed park renovation will help to better utilize the existing park area by incorporating easier access as well as a new fishing area. This will greatly improve the overall quality of life of the areas individuals and the community itself.

Safety – The City has good community policing in place and no abnormal crime or safety issues are expected with this project.

Maintenance – The Township will perform the majority of the day-to-day maintenance of the park, including crack sealing and garbage removal. It is expected that local Scout programs, youth groups, and fishing groups will assist with maintenance projects when appropriate. Various school programs & community service may also be utilized for appropriate park maintenance.

Service Population – When completed, renovated park will not only be a local gem, but it will also be an additional recreational opportunity to the greater Cass County.

*III. Natural Resource Access and Protection:

Impact of Natural Resources – Impact to natural resources is expected to be minimal since the park will be reconstructed within City right-of-way. All aspects of design will limit the impact to natural resources, ensuring to maintain and promote the natural beauty of Michigan.

The renovated park will provide an opportunity for safe access to the existing park system, while also providing residents with fishing opportunities that do not currently exist in that area. This will help to allow and promote individuals within the communities with healthy and fun outdoor recreational activities, while also promoting the natural beauty of Southwest Michigan.

The City of Dowagiac is proud of its park systems currently available to its residents and plans to continue funding the operation and maintenance of the park system. Further, there are many simple opportunities to partner with multiple local groups, for trail maintenance and operation.

*IV. Other Information:

City Policies – Rudy Park will be open to all users and there will be no entrance fee to utilize the trail. The City's Parks and Recreation Advisory Board are committed to providing a high quality park system.

Application Narrative

Past Grants – The City of Dowagiac has received DNR funds in the past and each grant funded project has been successfully completed to MDNR’s satisfaction. Recent projects utilizing MDNR funding include the renovation of Rotary Park with a lighted skate park, the construction of walkways, trails, and parking at Rudolphi Park, and an improved fishing and picnicking site at Heddon Park. Planning and communication will once again be used diligently throughout the project to ensure another successful completion.

Promotion – The City, as well as their Parks and Recreation Advisory Board, have already done, and will continue to do, far-reaching promotion to build support for this project. One of the major objectives of the Advisory Board is the marketing of the trail. The Board plans to create an informational brochure, Facebook postings, participation in major events with local scout programs & youth groups, press releases, and presentations to community organizations and municipal leaders.

PUBLIC HEARING

There will be a public hearing on March 14, 2016 during the regularly scheduled City Council meeting of that date concerning the City of Dowagiac's intent to apply for a grant from the Michigan Department of Natural Resources through the Michigan Natural Resources Trust Fund. The purpose of this grant is to provide properly sited and designed parking, paved pathways, ADA accessible overlook and landscaping throughout Rudy Park. The site is located at the eastern City limit on Division Street, Dowagiac, MI. Citizens are encouraged to attend and comment regarding the proposed project.

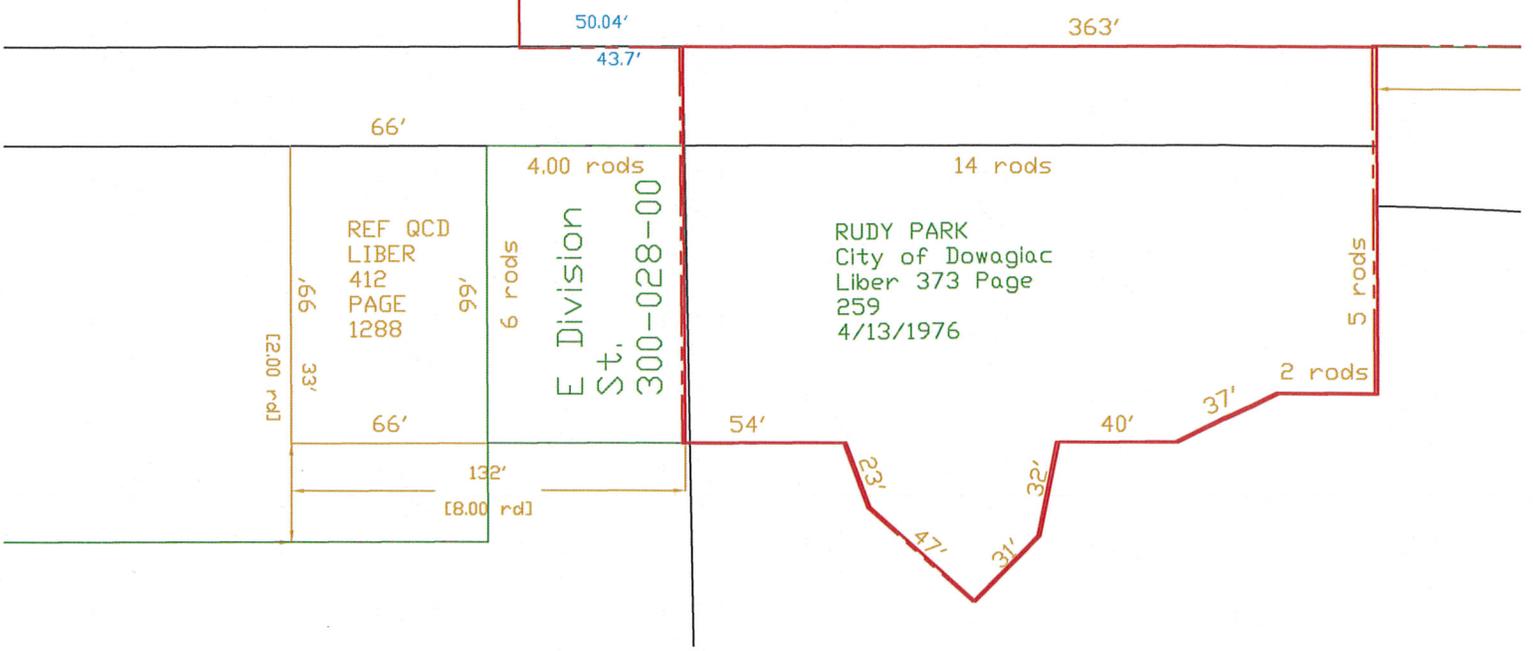
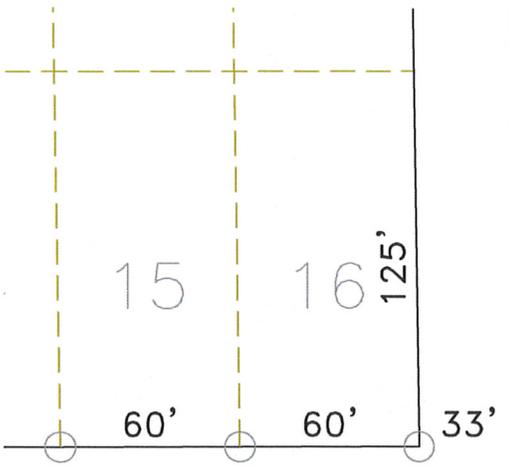
DATED: March 1, 2016
Jane P. Wilson, City Clerk



N



No Scale





12 Rudy Park: Project Summary

Key Description:

- The proposed Rudy Park is a gateway to the community located east of the City. Existing conditions include a sculpture, Rudy Rock Memorial, and minimal landscaping. Access is limited with parking being provided at the business across the street or Park. Perhaps underutilized, the site isn't often visited, but is occasionally used for fishing.

Goals:

- Capitalize on the site's gateway and identity potential.
- Preserve and integrate existing features into proposed plan.
- Provide access and parking, additional landscaping, sidewalks, lighting, seating, overlook and fishing platform. Selectively clear the bank, optimizing views.
- Allow for potential future boardwalk across river to connect with trail network.

Issues:

- Site access and safety (crosswalks, sidewalks, visibility, bridge).
- Residential property west of the site.
- Property ownership/history (is the site owned by the city and/or approved for proposed uses)?
- Further study needed for future boardwalk feasibility.
- Distance from downtown and other amenities.

Funding Opportunities:

- MNRTF
- Pokagon Fund
- City Funds

Implementation:

- Enabling Projects: None at this time. Doesn't consider future boardwalk.
- Level of Complexity: Moderate
- Timeline: Moderate

Approximate Cost: \$305,000

■ Refer to Overall Map - Amenity Enhancement Plan for project location. Projects are not in any order of priority.



Rudy Park Overlook



Visiting Images



NOTICE OF INTENT FOR RECREATION GRANT PROJECTS

This information is requested by authority of Part 19, Act 451 of 1994, to be considered for a MNRTF grant.

1. Name of Project: Dowagiac Rudy Park Expansion - Phase 1		2. Date: 2/18/2016								
3a. Identity of the applicant agency, organization, or individual: City of Dowagiac PO Box 430 241 S Front St Dowagiac MI 49047		3b. Indicate below the representative of the applicant to contact for additional information regarding this Notice: <table border="1"> <tr><td>Name</td><td>Rozanne H Scherr</td></tr> <tr><td>Address (Street / PO Box)</td><td>PO Box 430</td></tr> <tr><td>City, State, ZIP Code</td><td>Dowagiac, MI 49047</td></tr> <tr><td>Telephone</td><td>(269) 782-0437</td></tr> </table>	Name	Rozanne H Scherr	Address (Street / PO Box)	PO Box 430	City, State, ZIP Code	Dowagiac, MI 49047	Telephone	(269) 782-0437
Name	Rozanne H Scherr									
Address (Street / PO Box)	PO Box 430									
City, State, ZIP Code	Dowagiac, MI 49047									
Telephone	(269) 782-0437									
4a. Agency from which assistance will be sought: <input type="checkbox"/> Michigan Department of Natural Resources		Name of Program: <input type="checkbox"/> Michigan Natural Resources Trust Fund Public Law or USC#: Part 19 of Act 451 of 1994								
5. Estimated Cost: FEDERAL: \$0.00 STATE: \$121,000 OTHER: \$41,500 (match) TOTAL: \$162,500		6. Estimated date by which time the applicant expects to formally file an application: March 30, 2016 7. Geographic location of the project to be assisted: (indicate specific location as well as city or county. Attach map if necessary). Division Street/M62 East at City Limits, City of Dowagiac, LaGrange Township, Cass County								
8. Brief description of the proposed project. This will help the clearinghouse identify agencies of state or local government having plans, programs, or projects that might be affected by the proposed project:										
8a. Type of project: Development of a current drive by only sculpture park to include a paved entrance and parking area, paved pathways to an ADA accessible overlook with a view of the natural creek and wooded area and landscaping.										
8b. Purpose: To provide universal access to a passive park for the quiet enjoyment of the natural creek and pond.										
8c. General size or scale: 4 acres										
8d. Beneficiaries (persons or institutions benefited): Persons with disabilities and elderly; fishermen; general public										
8e. Indicate the relationship of this project to plans, programs, and other activities of your agency and other agencies (attach separate sheet if necessary) The project was established as a goal in the City's Park & Open Space Plan of 2015 (page 32).										



**DOCUMENTATION OF SITE CONTROL FOR MICHIGAN NATURAL RESOURCES TRUST FUND
GRANT APPLICATIONS (FOR DEVELOPMENT PROJECTS ONLY)**

This information is requested by authority of Part 19 of Act 451 of 1994, to be considered for a MNRTF grant.

1. SITE DESCRIPTION: Describe the project site (all areas to be developed) below and attach a legal description:
This project is the development/expansion of a current drive-by only sculpture park to include the development of a parking area with a view of the natural creek area, paved pathways, an ADA accessible overlook, and landscaping.

2. SITE CONTROL: Indicate the type of control the applicant has over the site. Refer to the MNRTF application guidelines booklet for guidance on control requirements for grant applications. If there is more than one type of control or multiple leases or easements covering the project area, please provide a separate form for each lease or easement included in the project area.

TYPE OF CONTROL	PORTION OF SITE	DOCUMENTATION ATTACHED
Fee Simple Title <input checked="" type="checkbox"/> Current <input type="checkbox"/> Proposed	<input checked="" type="checkbox"/> Entire Site <input type="checkbox"/> That portion of the site described below and as highlighted on a boundary map submitted with your application	<input type="checkbox"/> For proposed fee simple title, a written commitment signed by landowner and the applicant to transfer ownership to applicant by a specific date <input checked="" type="checkbox"/> Other: see attached <input type="checkbox"/> Boundary Map <input type="checkbox"/> Include Copy of the Deed
Less than Fee Simple Title <input type="checkbox"/> Current <input type="checkbox"/> Proposed	<input type="checkbox"/> Entire Site <input type="checkbox"/> That portion of the site described below and as highlighted on a boundary map submitted with your application	<input type="checkbox"/> For proposed less than fee simple title, a written commitment signed by landowner and the applicant to transfer ownership to applicant by a specific date <input type="checkbox"/> Other:
Lease <input type="checkbox"/> Current <input type="checkbox"/> Proposed	<input type="checkbox"/> Entire Site <input type="checkbox"/> That portion of the site described below and as highlighted on a boundary map submitted with your application	<input type="checkbox"/> Copy of Current Lease <input type="checkbox"/> Copy of Draft Lease <input type="checkbox"/> Written commitment signed by landowner and applicant to enter into an unconditional lease for a specified timeframe <input type="checkbox"/> Other:
Easement	<input type="checkbox"/> Entire Site <input type="checkbox"/> That portion of the site described below and as highlighted on a boundary map submitted with your application	<input type="checkbox"/> Copy of Current Easement <input type="checkbox"/> Copy of Draft Easement <input type="checkbox"/> Written commitment signed by landowner and applicant to grant an unconditional easement <input type="checkbox"/> Other:

3. LIMITATIONS, CONDITIONS OR ENCUMBRANCES:

a) For property owned or to be owned by the applicant, describe all easements or encumbrances. Limitations in the Quit Claim Deed require the park to remain a passive park as a memorial or scenic area only. The proposed development is in compliance with the limitations.

b) For property to be controlled through other methods, describe any conditions or limitations in current or proposed leases, easements or use agreements, including restrictions on the applicant's use of the site or the rights to be reserved by the landowner, that may in any way impact the applicant's ability to complete the project in a timely manner and provide for public recreational use in perpetuity.

No limitations, conditions or encumbrances

4. CERTIFICATION: (For projects on property owned in fee simple by the applicant, the form must be signed by the applicant's attorney or another local unit official capable of certifying that the information provided is accurate. For leases, easements or other less than simple control, the form must be signed by the applicant's attorney).

I hereby certify that the information provided above and attached is accurate to the best of my knowledge. I understand that site control is an application eligibility requirement and an evaluation factor.

NAME (Printed/Typed) _____ TITLE _____

SIGNATURE _____ DATE _____ Attorney's Ph# _____



12 Rudy Park: Project Summary

Key Description:

- The proposed Rudy Park is a gateway to the community located east of the City. Existing conditions include a sculpture, Rudy Rock Memorial, and minimal landscaping. Access is limited with parking being provided at the business across the street or Park. Perhaps underutilized, the site isn't often visited, but is occasionally used for fishing.

Goals:

- Capitalize on the site's gateway and identity potential.
- Preserve and integrate existing features into proposed plan.
- Provide access and parking, additional landscaping, sidewalks, lighting, seating, overlook and fishing platform. Selectively clear the bank, optimizing views.
- Allow for potential future boardwalk across river to connect with trail network.

Issues:

- Site access and safety (crosswalks, sidewalks, visibility, bridge).
- Residential property west of the site.
- Property ownership/history (is the site owned by the city and/or approved for proposed uses)?
- Further study needed for future boardwalk feasibility.
- Distance from downtown and other amenities.

Funding Opportunities:

- MNRTF
- Pokagon Fund
- City Funds

Implementation:

- Enabling Projects: None at this time. Doesn't consider future boardwalk.
- Level of Complexity: Moderate
- Timeline: Moderate

Approximate Cost: \$305,000

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: March 14, 2016

SUBJECT: Airport Terminal Construction

The Michigan Department of Transportation has received a block grant from the Federal Aviation Administration for airport development projects. Per the Office of Aeronautics, the Dowagiac Municipal Airport is eligible for grant funds to construct a new terminal building and maintain tree growth in the runway approaches. This contract will let the city get reimbursed for money spent on the land and assures funding for the building construction design

The construction of new facilities will be eligible for grant funds, too. The construction will be under a separate agreement with MDOT at a later date.

RECOMMENDATION

Authorize the resolution that approves the contract with MDOT to fund the design of a terminal building at the airport and land acquisition.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Contract

Councilmember _____ offered and moved the adoption of the following Resolution, which was seconded by Councilmember _____.

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, and

WHEREAS, property needs to be secured in the runway approaches so that tree growth can be maintained, and

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).

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, hereby approves 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/REJECTED

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF DOWAGIAC
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and City of Dowagiac (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Dowagiac Municipal Airport, whose associated city is Dowagiac, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated January 28, 2016 attached hereto and made a part hereof.

PROJECT DESCRIPTION: ACQUIRE LAND FOR APPROACHES OR RPZ - RWY 9 PARCELS E25 & E26 - LAND; CONSTRUCT TERMINAL BUILDING - DESIGN.

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 2 and 9, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until

that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Assurances, Advisory Circulars, and Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. MDOT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 13 at the time of award of the amendment for approved work.
9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$54,900.00
Maximum MDOT Share	\$3,050.00
SPONSOR Share	\$3,050.00
<i>Estimated</i> PROJECT COST	\$61,000.00

12. The PROJECT COST will be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT

COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.
15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If

the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
17. Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by MDOT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of MDOT.

18. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

The SPONSOR will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15

USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award through twenty (20) years .
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

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

CITY OF DOWAGIAC

By: _____

Title:

Kevin P. Anderson
City Manager

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____

Title: Department Director

EXHIBIT 1

**DOWAGIAC MUNICIPAL AIRPORT
DOWAGIAC, MICHIGAN**

Project No. D-26-0029-1812
Contract No. FM 14-01-C25 & LAND

01/28/16

	Federal	State	Local	Total
ADMINISTRATION	\$1,269	\$71	\$70	\$1,410
DEPARTMENT-AERO C25	\$450	\$25	\$25	\$500
DEPARTMENT-AERO LAND	\$819	\$46	\$45	\$910
LAND	\$19,881	\$1,104	\$1,105	\$22,090
Acquire Land for approaches or RPZ - Rwy 9 parcels E25 & E26	\$19,881	\$1,104	\$1,105	\$22,090
DESIGN	\$33,750	\$1,875	\$1,875	\$37,500
Construct Terminal Building - Design C25				
AERO - Design	\$1,350	\$75	\$75	\$1,500
CONSULTANT - Design	\$32,400	\$1,800	\$1,800	\$36,000
CONSTRUCTION	\$0	\$0	\$0	\$0
CONTINGENCIES	\$0	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$54,900	\$3,050	\$3,050	\$61,000

Federal Billing Breakdown:

Bill #1 \$54,900 SBGP 8512

MAC Approval: 1/27/16

ATTACHMENT 2

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING LAND ACQUISITION AT ALL CLASSIFICATIONS OF AIRPORTS

1. The PROJECT COST will include the costs necessary for the performance of the PROJECT work, including related engineering, title research, appraisals, negotiations, acquisitions, relocation of displaced persons and businesses, structure removal, legal and litigation costs and attorney fees, technical guidance, and monitoring incurred in connection with the PROJECT.
2. If the PROJECT is canceled or the SPONSOR ceases acquisition on a voluntary basis, all costs, fees, and damages allowed will be the responsibility of the SPONSOR. If the SPONSOR discontinues or abandons any condemnation case, the SPONSOR will be responsible for all costs, fees, and damages allowed at law or in equity. It is further agreed that any claims filed alleging a constructive or de facto taking will be the responsibility of the SPONSOR with regard to damages, costs, interest, and attorney fees.
3. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT. During this period and beyond, for land purchased under the PROJECT, the SPONSOR, when the land is no longer needed for airport purposes, will dispose of such land at fair market value and make available to the DEPARTMENT an amount equal to the DEPARTMENT's proportionate share of the current fair market value of the land.
4. In addition to the requirements of paragraph 3 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to also provide to the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

5. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
6. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, and/or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.

For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and are directly and substantially related to the actual air transportation of passengers or property.

ATTACHMENT 9

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING ONLY PRELIMINARY/DESIGN ENGINEERING AT ALL CLASSIFICATIONS OF AIRPORTS

1. The PROJECT COST will include the cost of the consultant hired to do preliminary/design engineering for the PROJECT.
2. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.
3. In addition to the requirements of paragraph 2 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties prepared by an appraiser on the DEPARTMENT's list of approved appraisers.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

4. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
5. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

Appendix B
(Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS

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

1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Revised October 1, 2005)

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

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

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

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

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

APPENDIX F

GENERAL CONDITIONS

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.

APPENDIX F

9. Suspension or Debarment. The Sponsor must inform the FAA/MDOT when the Sponsor suspends or debars a contractor, person, or entity.

10. Ban on Texting When Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

11. Trafficking in Persons.

- a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
 - i. Is determined to have violated the Prohibitions; or
 - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
 1. Associated with performance under this agreement; or
 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

APPENDIX F

12. Exhibit A Included with Grant Application. The Exhibit "A" updated 10/27/15, submitted with the project application is made a part of this grant agreement.

13. Co-Sponsor.

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	ARFF and SRE EQUIPMENT AND VEHICLES: The Sponsor agrees that it will: 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	EQUIPMENT OR VEHICLE REPLACEMENT: The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.
Airport	ARFF Equipment - Off-Airport Storage	OFF-AIRPORT STORAGE OF ARFF VEHICLE: The Sponsor agrees that it will: 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS): The Sponsor agrees that it will: 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>requirements for the AWOS; 3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and 4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>
Airport	ALP & AIP Funded Construction	<p>AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.</p>
Airport	Lighting - Operation and Maintenance	<p>LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.</p>
Airport	Temporary NAVAIDS	<p>TEMPORARY NAVAIDS: The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) <u>E25 and E26</u> until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	DBE PLAN: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	ENVIRONMENTAL: The environmental approval for this project was issued on <u>2/21/12 for Acquire Land for Approaches Rwy 9 RPZ and 1/26/16 for Terminal Bldg Design</u> This project includes the following mitigation measures: <u>N/A</u> The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	EMAS	EMAS BLOCK PRE-PURCHASE: The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	EQUIPMENT ACQUISITION: The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	FRICION MEASURING DEVICES: The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
Airport	NAVAIDS - ILS	INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees that it will:

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
	<p>Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.</p>	<p>1) Prior to commissioning, assure the equipment meets the FAA's standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.</p>
Airport	Fence - Wildlife	<p>WILDLIFE FENCE: The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.</p>
Airport	Land - Revise Exhibit "A" Property Map	<p>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT: The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.</p>
Airport	Land acquisition -Future Land	<p>FUTURE DEVELOPMENT LAND: The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.</p>
Airport	Master Plan - Coordination	<p>COORDINATION: The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.</p>

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS -Operations and maintenance	<p><u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u> The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	<p><u>SITE SELECTION:</u> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.</p>
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	<p><u>UTILITIES PRORATION:</u> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the [Enter Utility Name] included in the project must not exceed [Enter Percent (Numerical Value)] percent.</p>
Airport	Utility Relocation	<p><u>UTILITY RELOCATION IN PROJECT:</u> The Sponsor understands and agrees that:</p> <ol style="list-style-type: none"> 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	<p><u>OBSTRUCTION REMOVAL:</u> The Sponsor agrees to clear Parcel(s) E25 and E26, as shown on Exhibit "A" Property Map, of the following obstructions: [Enter All Obstructions] prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.</p>
Airport	Pavement	<p><u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed,</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <ol style="list-style-type: none"> 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. <ol style="list-style-type: none"> 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is: <ol style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
Airport	Pavement Exceeding \$500,000	<p><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u> The Sponsor agrees to:</p> <ul style="list-style-type: none"> a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken. b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.</p> <ul style="list-style-type: none"> c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement. d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
Airport	Pavement maintenance	<p><u>MAINTENANCE PROJECT LIFE:</u> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
Airport	RPZ Acquisition	<p><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
Airport	RPZ Acquisition	<p><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	<p>RPZ Future Acquisition</p> <p>(This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).</p>	<p>ACQUISITION OF THE RUNWAY PROTECTION ZONE: Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire <u>Fee title or Easements</u> in the Runway Protection Zones for runways that presently are not under its control within <u>5</u> years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
Airport	VALE equipment	<p>LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment included in this subgrant:</p> <ol style="list-style-type: none"> 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. <p>The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.</p>
Airport	VALE Recharging System	<p>RECHARGING SYSTEM VALE- USE AND OPERATION REQUIREMENTS:</p> <p>The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the</p>

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
All Sponsor Types	Plans and Specifications Certification	<p>PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:</p> <ol style="list-style-type: none"> 1) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project; 2) The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; 3) If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
All Sponsor Types	Design-Only Subgrants	<p>DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.</p>
All Sponsor Types	Force account	<p>FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.</p>
All Sponsor Types	Land Acquisition - Revenue and Program Income	<p>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY: The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once</p>

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	<u>UNIFORM RELOCATION ACT:</u> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	Noise - mitigation	<u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	Noise Mitigation – Private Land	<p><u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u> The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items. 3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds. 4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.
All Sponsor Types	Non AIP work in project	<p><u>NON-AIP WORK IN APPLICATION:</u> The Sponsor understands and agrees that:</p> <ol style="list-style-type: none"> 1) the Project includes the planning and/or construction of <u>[Enter Non-Subgrant Work]</u> that is not being funded with any Federal funding in this project ; 2) although the Sponsor has estimated a total project cost of \$<u>[Enter Total Project Amount]</u>, the total allowable cost for purposes of determining federal participation will not exceed \$<u>[Enter Maximum Federal Amount]</u>; 3) it must maintain separate cost records for the AIP and non-AIP work; 4) all cost records must be made available for inspection and audit by the FAA; 5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and 6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed \$<u>[Enter Maximum Federal Amount]</u>, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.
All Sponsor Types	Planning Scope of Work	<p><u>PRELIMINARY SCOPE OF WORK:</u> This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.</p>
Airport - Non-primary	Fuel farms	<p><u>FUELING SYSTEM – USE AND OPERATION REQUIREMENTS:</u> This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	LAND ACQUISITION: The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No.," as appropriate, use the numbers assigned by MOOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MOOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MOOT Office of Business Development
P.O. Box 30050

Lansing, Michigan 48909

Questions about this form? Call Toll-free, 1-866-DBE-1264

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: March 14, 2016

SUBJECT: ICMA 401 Plan Document

Periodically retirement plans need to be updated to reflect current IRS regulations. This document has been prepared by the ICMA plan administrators and will make the plan compliant.

Attached is a copy of a memo from Rozanne Scherr that highlights changes that are in the plan.

RECOMMENDATION

Authorize the resolution that updates the ICMA Retirement Money Purchase Plan & Trust number 208283.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Contract

RESOLUTION

Plan Number: 10 8 2 8 3

Name of Employer: CITY OF DOWAGIAC State: MI

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a qualified retirement plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the qualified retirement plan will serve these objectives; and

NOW THEREFORE BE IT RESOLVED that the Employer hereby amends and restates the qualified retirement plan (the "Plan") in the form of: (select one)

[X] The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust

OR

[] The Plan and Trust and any associated amendments provided by the Employer (executed copies attached hereto)¹

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

BE IT FURTHER RESOLVED that the employer hereby agrees to serve as Trustee under the Plan.

I, Jane P. Wilson, Clerk of the (City, County, etc.) City of Dowagiac, do hereby certify that the foregoing resolution, proposed by (Council Member, Trustee, etc.) was duly passed and adopted in the (Council, Board, etc.) Council of the (City, County, etc.) of City of Dowagiac at a regular meeting thereof assembled this 14th day of March, 2016, by the following vote:

AYES:

NAYS:

ABSENT:

(Seal)

CLERK OF THE (CITY, COUNTY, ETC.)

¹ If you are amending your own individually-designed plan document, this executed resolution should be returned to ICMA-RC as instructed below.

Fax to: 202-962-4601 ATTN: NBS Analyst

OR

Mail to: ICMA-RC ATTN: NBS Analyst 777 North Capitol Street, NE Washington, DC 20002-4240

AFFIRMATIVE STATEMENT

Plan Number: 10 8 2 8 3

Name of Employer: CITY OF DOWAGIAC

State: MI

As a duly authorized agent of the above named Employer, I hereby

AMEND AND RESTATE the money purchase plan (the "Plan") in the form of: (select one)



The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust

OR



The Plan and Trust and any associated amendments provided by the Employer
(executed copies attached hereto)¹

SPECIFY that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the exclusive benefit of the Plan participants and their beneficiaries;

AND AFFIRM that the Employer hereby agrees to serve as Trustee under the Plan.

DATE: MARCH 13, 2016

HR Director/Assistant City Manager

(TITLE OF DESIGNATED AGENT)

(SIGNATURE)

¹ If you are amending your own individually-designed plan document, this executed resolution should be returned to ICMA-RC as instructed below.

Fax to:

202-962-4601
ATTN: NBS Analyst

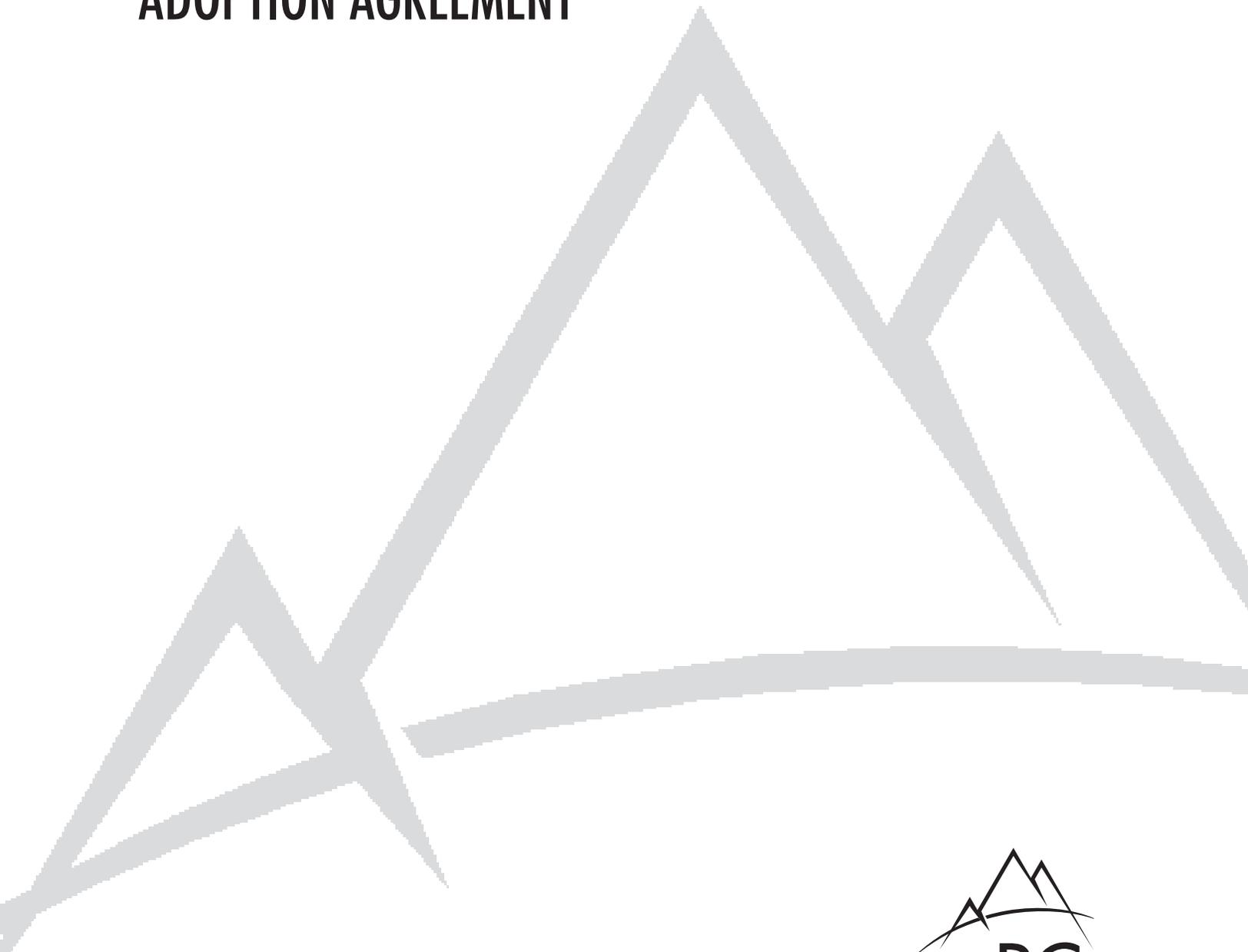
OR

Mail to:

ICMA-RC
ATTN: NBS Analyst
777 North Capitol Street, NE
Washington, DC 20002-4240

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number _____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as _____
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

I. Employer: _____

II. Effective Dates

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

- The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)
- The twelve (12) consecutive month period commencing on _____ and each anniversary thereof.

IV. Normal Retirement Age shall be age _____ (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) _____

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment)_____.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is _____ (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes No

Contribution Schedule.

- (i) _____% of Earnings,
- (ii) \$ _____, or
- (iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

Yes No (***"Yes" is the default provision under the Plan if no selection is made.***)

- C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

- B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____% of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes No (***“No” is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes No (***“Yes” is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes No (***“No” is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- 1. Overtime
 Yes No
- 2. Bonuses
 Yes No
- 3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

- 1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
 Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)
- 2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.
 Effective Date is _____.
(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

- 1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
 Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
- 2. The Limitation Year is the following 12 consecutive month period: _____
- 3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____
(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	_____ %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- Normal Retirement Age
 Age 70½ (***“70½” is the default provision under the Plan if no selection is made.***)
 Alternate age (after Normal Retirement Age): _____
 Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- Yes No (***“Yes” is the default provision under the plan if no selection is made.***)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- Yes No (***“No” is the default provision under the Plan if no selection is made.***)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- Yes No (***“No” is the default provision under the Plan if no selection is made.***)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- Yes No (***“No” is the default provision under the Plan if no selection is made.***)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (***"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.***)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: _____

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: _____

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

CITY OF DOWAGIAC

MEMO TO: Kevin P. Anderson, City Manager

FROM: Rozanne H. Scherr, HR Director

DATE: March 7, 2016

SUBJECT: ICMA 401 Money Purchase Plan Document Restatement

Attached with this memo is a copy of the revised International City/County Management Association Retirement Corporation (ICMA-RC) Governmental *Money Purchase Plan & Trust Adoption Agreement*. Per IRS regulations, this type of 401 Plan Agreement is due to be updated in compliance with the “Six-Year IRS Review Schedule.” As part of the update, a new adoption agreement must be approved by City Council and forwarded to ICMA-RC.

The documents incorporate amendments for legislative and regulatory changes enacted from 2006 to 2012. Some of the changes include:

- 2.09(d)(1)(2)(3) The addition of language addressing “Earnings Paid After Severance.”
- 4.10(a)(b)(c) The addition of language to address the “Accrual of Additional Benefits for Qualified Military Service.”
- 5.03 (5)(a)(b)(c) The addition of the definition of Restorative Payments.
- 5.03 (5)(b) The addition of the definition of Compensation.
- 5.04 The addition of section “Aggregation and Disaggregation of Plans.”
- 6.08 The addition of section “Deemed IRA’s.”
- 9.03(d)(1)(2)(3)(e) Language added to address a “Rollover by a Non-Spouse Designated Beneficiary” and “Rollover by a Surviving Spouse Distributee.”
- 9.11(a)(b)(c) Language added to address “Deemed Severance from Employment” relating to military service.

The Agreement also includes a favorable Opinion Letter from the IRS to ICMA-RC stating the plan is acceptable under section 401 of the Internal Revenue Code.

Please forward the attached Resolution, Affirmative Statement and Adoption Agreement for Council review and action at the March 14, 2016 Council meeting. Should you have any questions or concerns please do not hesitate to contact me.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: March 11, 2016

SUBJECT: Set Public Hearing for Blight at 118 Clyborn

The condition of 118 Clyborn has been an ongoing concern for Code Enforcement. Attached you will find numerous photos and correspondence from that department.

Council is being asked to hold a public hearing pursuant to city code for the next council meeting, March 28, 2016. After the public hearing Council will then consider authorizing the removal of the nuisance and assessing the property for costs.

RECOMMENDATION

Authorize the resolution to setting a public hearing for 118 Clyborn.

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 City Council has received and considered a report from the City's Code Enforcement officer relating to the following-described property and premises within the City of Dowagiac, County of Cass, State of Michigan:

**118 CLYBORN ST
PROPERTY ID# 14-160-300-457-00
. DW 1514 LOT 65 LYLE ADD CITY OF DOWAGIAC.**

WHEREAS, it appears to the City Council that the poor upkeep of the property described above may constitute a nuisance as defined by Chapter 38; Article II, Sections 38-59, justifying abatement by the City pursuant to the powers granted in Chapter 12 of the City Charter and procedures set forth in Chapter 38 of the Code of Ordinances of the City of Dowagiac; and;

WHEREAS, the City Council believes it is warranted in conducting a public hearing and investigation pursuant to such provisions of Chapter 38 of said Code for the purpose of ascertaining and determining for itself whether such condition or conditions exist.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dowagiac will conduct a public hearing and investigation on Monday, March 28, 2016 at 7:00 p.m. in the City Council Chambers, Dowagiac City Hall, for the purposes and according to the procedures referred to above; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to:

1. Notify, by certified mail directed to the last known address, persons known to have an interest in the property described above and all property owners thereof according to the most recent City Assessor's records, at least ten (10) days in advance of the date herein set for such hearing and investigation.
2. Cause a notice to be published in the *Dowagiac Daily News* at least ten (10) days in advance of said hearing. Then notice herein required shall include time and place of said hearing and legal description and address of the property involved, and specify in what respects said property may constitute a nuisance within the meaning of Chapter 38, Sections 38-41, 38-42, 38-43 and 38-45.
3. Provide for the recording of such hearings.

ADOPTED/REJECTED



THE CITY OF
DOWAGIAC

CREATING
TOMORROW

01/17/2013

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

**Blight Violation - HOUSE HOLD FURNITURE AND OTHER ITEMS
SCATTERED ON THE PROPERTY FOR AN EXTENDED TIME.**

**RE: 118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)**

While conducting routine neighborhood inspections, the above was observed at the captioned property, which City records indicate you own.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3), Causes of Blight.

Please be advised that **from the date of this letter, you have ten (10) days** to comply with City regulations. After that time, additional enforcement action will be initiated. You can avoid this simply by ensuring that this property is adequately maintained at all times.

If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT

STEVEN ALLEN
Code Enforcement Officer
Sa/ EENF12-13-0137



THE CITY OF
DOWAGIAC

CREATING
TOMORROW

03/26/2013

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

AA/BL - UNORGANIZED PROPERTY

118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)

While conducting routine neighborhood inspections, the below was observed at the captioned property, which City records indicate you own.

1. Several piles wood wood are present on the property. The wood scattered in various sections of the property.
2. There is loose trash and several toys scattered on the property.
3. There is a white SUV parked in the rear yard. The vehicle appears to have at least one flat tire and inoperable

Abandoned Auto -Chapter 38 of the Dowagiac City Code, Section 38-59(1), states in part:

"In any area, except where specifically permitted, the storage upon any property of junk automobiles, except in a completely enclosed building...For the purpose of this Division, the term "junk automobile" shall include any such auto which is not licensed for use upon the highways of the state...for a period in excess of 48 hours; and shall also include, whether so licensed or not, any auto which is inoperative for any reason, for a period in excess of 14 days."

Blight - Accumulations of the blight materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3).

Please be advised that **from the date of this letter, you have ten (10) days** to comply with City regulations. After that time, additional enforcement action will be initiated. You can avoid this simply by ensuring that this property is adequately maintained at all times. If you would like to discuss this matter, please contact this office at (269) 782-8427.

BUILDING DEPARTMENT

STEVEN ALLEN

Code Enforcement Officer/cd EENF12-13-0201



THE CITY OF
DOWAGIAC

04/30/2013

CREATING
TOMORROW

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

**Blight Violation - AT LEAST THREE TIRE DISCARDED ON THE TREE LAWN.
EXCESSIVE AMOUNT OF MISC ITEMS SCATTERED ON THE PROPERTY
FOR AN EXTENDED TIME.**

RE: **118 CLYBORN ST**, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)

While conducting routine neighborhood inspections, the above was observed at the captioned property, which City records indicate you own.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3), Causes of Blight.

Please be advised that **from the date of this letter, you have ten (10) days** to comply with City regulations. After that time, additional enforcement action will be initiated. You can avoid this simply by ensuring that this property is adequately maintained at all times.

If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT

STEVEN ALLEN
Code Enforcement Officer
Sa/ EENF12-13-0247



THE CITY OF
DOWAGIAC

CREATING
TOMORROW

06/18/2013

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

**Possible Abandoned Auto - WHITE SUV PARKED IN THE DRIVE WAY VEHICLE
APPEARS TO BE INOPERABLE**

**RE: 118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)**

While conducting routine neighborhood inspections, the above was observed at the captioned property, which City records indicate you own.

Chapter 38 of the Dowagiac City Code, Section 38-59(1), states in part:

"In any area, except where specifically permitted, the storage upon any property of junk automobiles, except in a completely enclosed building...For the purpose of this Division, the term "junk automobile" shall include any such auto which is not licensed for use upon the highways of the state...for a period in excess of 48 hours; and shall also include, whether so licensed or not, any auto which is inoperative for any reason, for a period in excess of 14 days."

Please be advised that **from the date of this letter, you have ten (10) days** to comply with City regulations. After that time, additional enforcement action will be initiated. You can avoid this simply by ensuring that this property is adequately maintained at all times. If you would like to discuss this matter, please contact this office at (269) 782-8427.

BUILDING DEPARTMENT

STEVEN ALLEN
Code Enforcement Officer
SAEENF12-13-0613



THE CITY OF
DOWAGIAC

CREATING
TOMORROW

07/02/2013

WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047

Blight Violation - LARGE AMOUNT OF LUMBER INTERMINGLED WITH BRUSH

RE: 118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)

Recently, this office received a complaint concerning the above violation. As a result this office performed an inspection. During the inspection it was noted that there is a large pile of brush intermingled with lumber. Please be advised that the city will not remove the pile because it has lumber mixed with it.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3), Causes of Blight.

Please be advised that **from the date of this letter, you have five (5) days** to comply with City regulations. After that time, additional enforcement action will be initiated. You can avoid this simply by ensuring that this property is adequately maintained at all times.

If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT

STEVEN ALLEN
Code Enforcement Officer
Sa/ **EENF12-13-0663**



THE CITY OF
DOWAGIAC

CREATING
TOMORROW

07/15/2013

WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047

Blight Violation - LARGE AMOUNT OF LUMBER INTERMINGLED WITH BRUSH

RE: 118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)

While conducting routine neighborhood inspections, the above was observed at the captioned property, which City records indicate you own.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3), Causes of Blight.

Please be advised that **from the date of this letter, you have ten (10) days** to comply with City regulations. After that time, additional enforcement action will be initiated. You can avoid this simply by ensuring that this property is adequately maintained at all times.

If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT

STEVEN ALLEN
Code Enforcement Officer
Sa/ EENF12-13-0663



THE CITY OF
DOWAGIAC

CREATING
TOMORROW

08/28/2013

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

Blight Violation - LARGE AMOUNT OF VARIOUS ITEMS SCATTERED ON THE FRONT AND REAR OF THE HOUSE.

**RE: 118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)**

While conducting routine neighborhood inspections, the above was observed at the captioned property, which City records indicate you own.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3), Causes of Blight.

Please be advised that **from the date of this letter, you have ten (10) days** to comply with City regulations.

If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT

STEVEN ALLEN
Code Enforcement Officer
Sa/ **EENF12-13-0798**



THE CITY OF
DOWAGIAC

CREATING
TOMORROW

08/28/2013

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

Abandoned Auto Violation - SEVERELY DAMAGED SUV PARKED IN THE REAR YARD. VEHICLE APPEARS INOPERABLE.

**RE: 118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)**

While conducting routine neighborhood inspections, the above was observed at the captioned property, which City records indicate you own.

Chapter 38 of the Dowagiac City Code, Section 38-59(1), states in part:

"In any area, except where specifically permitted, the storage upon any property of junk automobiles, except in a completely enclosed building...For the purpose of this Division, the term "junk automobile" shall include any such auto which is not licensed for use upon the highways of the state...for a period in excess of 48 hours; and shall also include, whether so licensed or not, any auto which is inoperative for any reason, for a period in excess of 14 days."

Please be advised that **from the date of this letter, you have ten (10) days** to comply with City regulations. After that time, additional enforcement action will be initiated. You can avoid this simply by ensuring that this property is adequately maintained at all times. If you would like to discuss this matter, please contact this office at (269) 782-8427.

BUILDING DEPARTMENT



STEVEN ALLEN
Code Enforcement Officer
SAEENF12-13-0797

03/31/2014

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

RE: Blight Violation - **UNORGANIZED PROPERTY**

118 CLYBORN ST, Dowagiac, MI
Tax I.D. #14-160-300-457-00

This office has received several complaints concerning the upkeep of the above mentioned property. There have been numerous attempts by the city to enforce the city regulated ordinance at this address however, once again this property is in violation of the below mentioned ordinance.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3), Causes of Blight.

The City cannot and will not allow this property to continue to remain in the condition that it is currently in. **Please be advised that you have ten (10) days to comply with city regulations.** If after that time the property is not cleaned of all debris and other useless items, the City will hire a local contractor to remove them for you. If that should occur, all cost associated with the clean-up of the property will be special assessed to the property taxes. You can avoid this by simply adequately maintaining your property at all times.

If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT



STEVEN ALLEN
Code Enforcement Officer
SA/ EENF14-0060

05/08/2014

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

RE: Blight Violation Partial Compliance - **UNORGANIZED PROPERTY**

**118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)**

Previously, you were notified by this office of blight as referenced above. As of the date of this letter it was noted that some of the items have been removed, however there is still some items that are scattered on the property. Please stack the fire wood and removed all items that are unusable.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2) (3), Causes of Blight.

Please be advised that from **the date of this letter, you have two (2) days** to comply with City regulations. After that time, additional enforcement action will be initiated.

If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT



STEVEN ALLEN
Code Enforcement Officer
Sa/ EENF14-0060

08/06/2014

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

**RE: Blight Violation - LARGE AMOUNT OF MISC. ITEMS TRASH AND OTHER
DEBRIS DISCARDED IN THE FRONT YARD.**

**118 CLYBORN ST, Dowagiac, MI
Tax I.D. #14-160-300-457-00**

The City has received several complaints concerning the upkeep of this property for several years. Please be advised that the City does not have the man power to continually monitor this property. Consider this a final effort to request your cooperation in adequately maintaining your property. If the City receives a complaint **after 10 day from the date on this letter**, a local contractor will be hired to remove any and all items from the outside of the property. That includes any junk, garbage, broken or unusable items as well as any automobiles that appear to be inoperable or unable to operate legally on public roads.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3), Causes of Blight.

Please be advised that **from the date of this letter, you have ten (10) days** to comply with City regulations. If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT



STEVEN ALLEN
Code Enforcement Officer
SA/ EENF14-0512

09/30/2014

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

RE: Blight Violation Second Notice - LARGE AMOUNT OF MISC. ITEMS TRASH AND OTHER DEBRIS DISCARDED IN THE FRONT YARD.

**118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)**

Previously, you were notified by this office of blight as referenced above. As of the date of this letter the most of the items have been removed however, there is now a large pile of items in the rear yard that appears to be unusable due to the length of time they have been left out in the weather.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3), Causes of Blight.

Please be advised that **from the date of this letter, you have two (2) days** to comply with City regulations.

If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT



STEVEN ALLEN
Code Enforcement Officer
Sa/ EENF14-0512

10/06/2014

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

**RE: Blight 48-hr Notice - LARGE AMOUNT OF MISC. ITEMS TRASH AND
OTHER DEBRIS DISCARDED ON THE PROPERTY.**

**118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)**

This office has sent you several notices regarding the blight material(s) at the above-captioned residence. During a recheck inspection of this property, it was noted that the material still remains. As you have not completely responded to the City's requests, the complaint is still unresolved.

The purpose of this correspondence is to advise you that the material(s) must be removed within **48 hours from the date of this letter**. If your property is not in compliance within that time frame, the City will make arrangements with a local waste-hauling contractor to remove this debris for you. Should that occur, all costs incurred by the City for this work would be recovered through placement of special assessment upon the property.

You can avoid this simply by arranging to have the debris removed within the prescribed time frame. If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT



STEVEN ALLEN
Code Enforcement Officer
Sa/ EENF14-0512

CERTIFIED MAIL

12/15/2014

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

**RE: Blight 48-hr Notice - LARGE AMOUNT OF MISC. ITEMS TRASH AND
OTHER DEBRIS DISCARDED IN THE FRONT AND REAR YARDS.**

**118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)**

This office has received several complaints and has sent you several notices regarding the blight material(s) at the above-captioned residence. During a recheck inspection of this property, it was noted that the material still remains. As you have not completely responded to the City's requests, the complaint is still unresolved.

The purpose of this correspondence is to advise you that the material(s) must be removed within **48 hours from the date of this letter**. If your property is not in compliance within that time frame, the City will make arrangements with a local waste-hauling contractor to remove this debris for you. Should that occur, all costs incurred by the City for this work would be recovered through placement of special assessment upon the property.

You can avoid this simply by arranging to have the debris removed within the prescribed time frame. If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT



STEVEN ALLEN
Code Enforcement Officer
Sa/ EENF14-0512

CERTIFIED MAIL

03/13/2015

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

**RE: Blight Violation - LARGE AMOUNT OF MISC. ITEMS TRASH AND OTHER
DEBRIS DISCARDED IN THE FRONT, BOTH SIDE YARDS AND THE REAR
YARD.**

**118 CLYBORN ST, Dowagiac, MI
Tax I.D. #14-160-300-457-00**

While conducting routine neighborhood inspections, the above property maintenance issue was observed at the captioned property, which City records indicate you own.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3), Causes of Blight.

Please be advised that **from the date of this letter, you have ten (10) days** to comply with City regulations. If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT



STEVEN ALLEN
Code Enforcement Officer
SA/ EENF14-0512



THE CITY OF
DOWAGIAC

CREATING
TOMORROW

04/28/2015

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

**RE: Blight Violation Partial Compliance - LARGE AMOUNT OF MISC. ITEMS
TRASH AND OTHER DEBRIS DISCARDED IN THE FRONT YARD.**

**118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)**

Previously, you were notified by this office of blight as referenced above. As of the date of this letter it was noted that some of the items have been removed, however some items still remain. As a result this violation remains unresolved.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3), Causes of Blight.

Please be advised that from **the date of this letter, you have two (2) days** to comply with City regulations. After that time, additional enforcement action will be initiated.

If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT

STEVEN ALLEN
Code Enforcement Officer
Sa/ EENF14-0512



THE CITY OF
DOWAGIAC

CREATING
TOMORROW

09/30/2015

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

**RE: Blight Violation - LARGE AMOUNT OF MISC. ITEMS TRASH AND OTHER
DEBRIS DISCARDED IN THE FRONT YARD.**

**118 CLYBORN ST, Dowagiac, MI
Tax I.D. #14-160-300-457-00**

While conducting routine neighborhood inspections, the above property maintenance issue was observed at the captioned property, which City records indicate you own.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3), Causes of Blight.

Please be advised that **from the date of this letter, you have ten (10) days** to comply with City regulations. If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT

STEVEN ALLEN
Code Enforcement Officer
SA/ EENF14-0512



THE CITY OF
DOWAGIAC

CREATING
TOMORROW

10/13/2015

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

RE: Blight Violation Second Notice - LARGE AMOUNT OF MISC. ITEMS TRASH AND OTHER DEBRIS DISCARDED IN THE FRONT AND REAR YARD.

118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)

Previously, you were notified by this office of blight as referenced above. As of the date of this letter the items still remain on the property.

Accumulations of materials listed above are in violation of Chapter 38 of the Dowagiac City Code, Section 38-59(2)(3), Causes of Blight.

Please be advised that **from the date of this letter, you have two (2) days** to comply with City regulations.

If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,

BUILDING DEPARTMENT

STEVEN ALLEN
Code Enforcement Officer
Sa/ EENF14-0512



02/24/2016

**WILSON, EDWARD N
118 CLYBORN ST
DOWAGIAC, MI 49047**

**Blight Violation - LARGE AMOUNT OF MISC. ITEMS TRASH AND OTHER
DEBRIS DISCARDED IN THE FRONT AND REAR YARD.**

**118 CLYBORN ST, Dowagiac, MI
(Tax I.D. #14-160-300-457-00)**

This office has sent you several notices regarding the blight material(s) at the above-captioned residence. During a recheck inspection of this property, it was noted that the material still remains. As you have not completely responded to the City's requests, the complaint is still unresolved.

In a separate issue it was noted that there are at least four vehicles parked in the front yard. Please be advised that all vehicles must be parked in the driveway. As stated in the ordinance below.

The city's Zoning Code (Chapter 19, Section 19.3 (a)(3), states in part:

"Residential off-street parking spaces shall consist of parking strip, parking bay, driveway, garage, or combination thereof and shall be located on the premises they are intended to serve. Such parking spaces shall be paved with an asphalt or Portland cement binder so as to provide a permanent, durable and dustless surface and shall occupy no greater than thirty-three (33) percent of the required front yard."

The purpose of this correspondence is to advise you that the material(s) must be removed within **10 days from the date of this letter**. If your property is not in compliance within that time frame, this office will forward this violation to the City Council for action.

You can avoid this simply by arranging to have the debris removed within the prescribed time frame. If you would like to discuss this matter, please contact this office at (269) 782-8427.

Signed,
BUILDING DEPARTMENT

STEVEN ALLEN
Code Enforcement Officer Sa/ EENF14-0512





CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: March 11, 2016

SUBJECT: Synagro Agreement for Biosolid Handling

One of the outputs of the wastewater treatment plant is biosolids and annually it costs about \$50,000 to handle. Most of this material can be land applied on farms. Synagro is a company that is licensed to handle biosolids and has a successful track record. This contract represents an extension of a previous agreement.

RECOMMENDATION

Authorize the resolution to enter into an agreement with Synagro.

Support Documents:

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

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

WHEREAS, the City of Dowagiac has a contract for the transport and land application of biosolids (liquid sludge) with Synagro Central, LLC of Baltimore, Maryland, that expired December 31, 2015, and

WHEREAS, Synagro Central, LLC representatives contacted the City of Dowagiac about extending the contract for another year, with an option for two additional years, and

WHEREAS, Synagro Central, LLC has met all the terms and conditions of the previous contract and has contracts in place with local farmers for land application of biosolids.

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council hereby approves the attached contract with Synagro Central, LLC.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Dowagiac.

ADOPTED / REJECTED



INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin P. Anderson
City Manager

FROM: James D. Bradford
DPS Director

DATE: March 11, 2016

RE: Sludge Disposal Contract

The City of Dowagiac has a contract for the transport and land application of biosolids (liquid sludge) with *Synagro Central, LLC* of Baltimore, Maryland. A representative of Synagro Central, LLC contacted the City of Dowagiac about extending our contract for another year, with an option for two additional years. The City is currently paying \$0.03710 per gallon for land application of biosolids.

Synagro has requested that over the contract period, the cost per gallon be adjusted by a positive change in the Consumer Price Index upon each anniversary date of the contract beginning with March 1, 2017. Synagro has also requested a monthly fuel surcharge adjustment when the cost of retail on-highway diesel fuel is at, or exceeds, \$3.00 per gallon.

Synagro Central, LLC has met all the terms and conditions of the previous contract. Synagro Central's representatives are excellent to work with and have a good rapport with the local farmers. Synagro also has contracts already in place with local farmers for land application of biosolids.

I recommend that we extend the existing contract with *Synagro Central, LLC* of Baltimore, Maryland, for a period of one year, with an option for two additional years, ending on February 28, 2017.

Should you have any questions, please don't hesitate to contact my office. Thank you.

JDB:sw
Attachments



Materials Management Agreement

This Agreement made and entered into as of this ____ day of March 2016 by and between Contractor and Customer.

C U S T O M E R	Customer Legal Name				
	City of Dowagiac				
	Street Address				
	241 South Front Street				
	City / Town	County	State	Zip Code	
	Dowagiac		MI	49047	
C O N T R A C T O R	Synagro Legal Name				
	Synagro Central, LLC.				
	Street Address				
	435 Williams Court Suite 100				
	City / Town	State		Zip Code	
	Baltimore	MD		21220	
T E R M	Commencement Date March 1, 2016			Expiration Date 2/28/2017	
	<p>The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement may be extended upon the mutual consent of the Parties. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.</p>				
B I L L I N G	Customer Contact Name			Telephone #	
	City of Dowagiac			(269)782-9703	
	Street Number / P.O. Box			Fax #	
	241				
	Address			Contact Person	
South Front St			James Bradford		
				E-mail Address	
	City / State			Zip Code	
	Dowagiac, MI			49047	
S I G N A T U R E S	FOR CUSTOMER:			Date	
	Signature				
	Name and Title				
	FOR CONTRACTOR:			Date	
	Signature				
	Name and Title				

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Service.

Contractor shall provide the necessary supervision, labor and equipment to load liquid, pump able Customer Materials into transport vehicles and to transport the Customer Materials to suitable farmland in accordance with laws.

Contractor shall haul Customer material once or two to Three times annually during spring and fall to correlate with available farmland during those times. This is typically between April and December of each year.

Contractor shall provide to the Customer a copy of a load sheet which details the following; date, time loaded, truck number, driver name, gallons loaded on the vehicle, and farm destination. The quantity of material loaded on a vehicle shall be mutually agreed to by Contractor and the Customer, and be used for billing purposes.

Contractor shall provide labor and land application equipment to properly apply the Customer Materials by subsurface injection to suitable application sites at agronomic rates in accordance with laws.

Contractor shall complete any required federal or state biosolids disposal sheets as required by Customers Residuals Management Plan ("RMP").

Additional ancillary services with respect to materials testing/analysis & confined space tank cleaning/work by the Contractor are included in the proposed work.

Customer Materials.

Customer Materials shall consist of the following:

Customer expects to provide to the Contractor 300,000- 800,000 gallons annually.

Customer will provide Contractor a reasonable amount of hydrant water and or electricity to assist any cleaning at no cost to the Contractor.

Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner: Contractor shall obtain the Customer Materials from the Customers Storage Tank /Digester by hydraulic pump provided by the Contractor.

"Customer Facility(ies) " shall mean the following locations where Customer Material(s) are generated or stored:

1. The wastewater treatment plant located in Dowagiac, MI

Contractor right to refuse loads. If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

PRICE

The Agreement Price(s) shall be as follows:

RATE	QUANTITY	UNIT	SERVICE
\$0.043	800,000	Gallon	Transport liquid biosolids from Customer Facility to permitted land and land-apply liquid biosolids
\$375.00	1	Set	Fecal and Coliform (1 Samples per event included)
\$400.00	1	sample	Standard Metals & Nutrients Sample (one sample per event included in the per gallon rate.)
\$500.00	1	Hour	Confined space work

CPI. All Agreement Prices shall be adjusted as follows:

All Agreement Prices shall be adjusted annually beginning on March 1, 2017 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for Midwest Urban with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = 1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

CPI = _____.

Base CPI = February 2016

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge (“Fuel Surcharge Adjustment”) to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration –Midwest) is at, or exceeds, \$3.00 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – Midwest as published by the U.S. Department of Energy’s Energy Information Administration for Midwest and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Base Price = \$3.00 / Gallon

Diesel Price \$/Gallon - Note ¹	Fuel Surcharge Adjustment %
≤ \$3.00 (Base Price)	None
\$3.01 - \$3.099	1.0 %
\$3.10 - \$3.199	2.0 %
\$3.20 - \$3.299	3.0

For each \$0.10/gallon increase thereafter add 1.0%

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (Midwest)

GENERAL TERMS AND CONDITIONS

1. Definitions. As used in this Agreement:

A. "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

B. "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

C. "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

D. "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

E. Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions

F. "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

G. "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

H. "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

I. "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

J. "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

K. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

L. "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

M. "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

N. "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis).

O. "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

P. "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

Q. "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

3. Services. Contractor shall provide Contractor Services to Customer.

4. Price and Adjustments.

A. The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

B. Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming

Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

5. Ownership of Materials. Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

6. Rejection or Revocation of Acceptance of Materials.

A. Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

B. Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses.

C. Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

7. Change in Conditions Affecting Quality of Materials.

Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

8. Record Keeping. Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

9. Terms of Payment. Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

10. Default Termination.

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;

- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b. of this Agreement.

11. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii) Customer's delivery of Non-Conforming Material to Contractor; (iii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

12. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

13. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

14. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

15. Force Majeure. Neither Party shall be liable to the other Party for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes (except any strikes involving a Party's

personnel), orders or judgments of any Federal, State or local court, administrative agency or governmental body, accidents and Acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

16. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

17. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

19. Amendments. This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

21. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

22. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

23. Governing Law, Venue Selection. This Agreement shall be governed by and construed under the laws of the State of Delaware.

24. No Third Party Liability. Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

25. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

26. Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by



Materials Management Agreement

the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

27. Notice. Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

435 Williams Court, Suite 100
Baltimore, MD 21220
Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

28. Consequential Damages. In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

29. Drafting Responsibility. Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

29. Customer Materials. Customer represents and warrants the following with respect to the quality of Customer Materials:

A. Biosolids.

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.
2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.
4. Land Application of Biosolids. If land application is an Intended Use of Customer Materials, the following shall apply:
 - a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.
 - b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI

Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

B. Industrial Residuals:

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.
2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.
4. Cadmium. Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.
5. Disease Vectors. Customer Materials shall not attract disease vectors that endanger public health.
6. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

C. Additional Customer Materials (if any):

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 #12 for the period ending 02/28/2016:

Invoices	\$1,111,652.02
Payroll #12	\$120,807.58
<hr/>	
Total	\$1,232,459.60

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>
\$1,111,652.02	\$120,807.58	\$1,232,459.60

Ayes:

Nays:

Absent:

Abstain:

Jane P. Wilson, City Clerk

Vendor		Description	Amount
ABSOPURE WATER COMPANY	55591012	H & C COOLER RENTAL	8.00
ABSOPURE WATER COMPANY	83933927	BOTTLED WATER/DEPOSIT	46.00
ABSOPURE WATER COMPANY	55596830	C & C COOLER RENTAL - 26688 NUBOUR	6.00
ABSOPURE WATER COMPANY	83933940	BOTTLED WATER - 26688 NUBOUR	43.50
ABSOPURE WATER COMPANY	83933937	BOTTLE WATER - 26461 NUBOUR	64.50
ACD.NET	88889-113	MONTHLY PHONE SERVICE - CH	1,021.35
ADVANTAGE PLUMBING, INC	345968	PLUMBING & FIXTURES FOR LAWYERS OFFICE	4,134.46
AMERICAN ELECTRIC POWER	048-197-857-0-2	ST LIGHTS - MARCELLUS HWY	12.31
AMERICAN ELECTRIC POWER	049-501-336-1-3	CCWS - VANDALIA TOWER	29.44
AMERICAN ELECTRIC POWER	040-050-210-0-3	VINEYARD PL LIFT STATION	47.04
AMERICAN ELECTRIC POWER	044-619-354-0-7	M-62 W LIFT STATION	46.75
AMERICAN ELECTRIC POWER	042-624-227-0-4	CCWS - M60 CATV RADIO	17.80
AMERICAN ELECTRIC POWER	043-149-774-1-6	NUBOUR BOOSTER STATION	353.52
AMERICAN ELECTRIC POWER	CDOW_201602_01	FEB 2016 ENERGY	417,655.02
AMERIGAS - HARTFORD 5254	3049281285	PROPANE - PARKS SHOP	655.90
ANDERSON JR, LEON C (ANDY)	3/9/16	ELECTION SERVICE 3/8/16	110.00
AUTOZONE	2141740835	HEADLAMPS	20.34
BACK ROADS SERVICES	3993	FIRE TRUCK PUMP REPAIR	631.75
BARB KURIATA	2/22/16	SEWER RODDING - 502 3RD AVE	225.00
BAZAN, STACEY	2/26/16	CCDET TX REIMBURSEMENT 1/26 - 2/25/16	60.00
BELL, VICKY	3/9/16	ELECTION SERVICE 3/8/16	203.13
BILL GRANT	3/7/16	FEBRUARY JANITORIAL	204.00
BOB OTTINGER	02/25/16	SEWER RODDING - 324 OAK ST.	225.00
BOHN JAMES A & CONNIE A	03/10/2016	UB refund for account: 12-2664-4	2.36
BRADFORD, JARRID	287248950627	CELL PHONE REIMBURSEMENT	60.00
BROWN, EVELYN	3/9/16	ELECTION SERVICE 3/8/16	187.50
CAGNEY, MARY	3/9/16	ELECTION SERVICE 3/8/16	262.50
CAGNEY, THOMAS	3/9/16	ELECTION SERVICE 3/8/16	178.13
CASS CNTY TRANSPORTATION AUTHORITY	1901	DISPATCHING SERVICES-FEB 2016	13,228.56
CASS OUTDOOR POWER EQUIPMENT, INC	113948	PUMP REPAIR WORK ON #2-60	108.58
CHARLES REALTY LLC	3/2/16	OVERPYAMENT 14-160-200-084-00	17.33
CINTAS LOCATION #336	36-01904	MATS & UNIFORMS	792.32
CINTAS LOCATION #336	336-01904	MATS	85.69
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	517.88
CINTAS LOCATION #336	5004473397	WWTP - FIRST AID CABINET	58.43
CINTAS LOCATION #336	5004473399	CH - FIRST AID CABINET	60.99
CINTAS LOCATION #336	5004473398	DPS/MECHANIC - FIRST AID CABINET	139.91
COMCAST	8771402380021236	INTERNET SERVICE-CH	125.10
COMCAST	8771402380126332	INTERNET SERVICE-FD	84.90
COMMUNITY ANSWERING SERVICE	2628022916	DISPATCHING SERVICES	120.70
CORTEZ FLOORING INC.	1409	J SNOW BLDG (ATTY OFFICE) - BASE BOARD	270.00
CORTEZ FLOORING INC.	1381	ATTY OFFICE FLOORING - J SNOW BLDG	1,662.86
CREATIVE VINYL SIGNS, INC.	31055	WAYFARING SIGNS - STUDENT ARTWORK	557.40
CREATIVE VINYL SIGNS, INC.	30978	MISS DOWAGIAC 2016 NAME BADGE	10.00
CREATIVE VINYL SIGNS, INC.	31125	WALL FRAMES/SIGNS/INSTALLATION - J SNOW	455.00
DARLENE SERRATOS	3/9/16	LABOR - DRYWALL (HEALTH DEPT) J SNOW	7,900.00
DENISE HIGLEY	02/24/16	PRELIMINARY ACCURACY TEST	40.00
DESTINY FRANKS	3/9/16	ELECTION SERVICE 3/8/16	187.50
DOUBLEDAY OFFICE PRODUCTS, INC	01947	SUPPLES (PD)	139.11

Vendor		Description	Amount
DOUBLEDAY OFFICE PRODUCTS, INC	01648	OFFICE SUPPLIES	63.46
DOUBLEDAY OFFICE PRODUCTS, INC	01814	COPY PAPER - NOTICES	140.14
DOWAGIAC UNION SCHOOLS	201516-102	FUEL EXPENSES-FEB 2016	4,041.85
DR. MICHAEL NASSANEY	03/02/16	HONORARIUM FOR MUSEUM PROGRAM	150.00
EDDIE WAINWRIGHT	3/1/16	PLUMB/MECH INSPECTIONS FEB 2016	1,084.00
ELM TRAINING, LLC	0304-16	BI-MONTHLY SAFETY TRAINING	180.00
ELMER'S LOCKSMITH	7367	KEYS FOR HEALTH DEPT (J SNOW BLDG)	69.10
ELMER'S LOCKSMITH	7364	KEYS - J SNOW BLDG (HEALTH DEPT)	73.80
FED EX	5-323-15437	POSTAGE	58.02
FRONTIER	23118907970401035	PHONE SERVICE 1/20 - 2/19/16	867.93
FRONTIER	26978201001022145	ELEVATOR/FIRE PHONE - J SNOW BLDG	198.14
FRYMAN'S CONSTRUCTION, INC	2391	INSTALL DOORS & HARDWARE - LAWYER'S	2,095.00
GARAGE DOORS PLUS MORE, INC	2510	SERVICE CALL - BRACKET/ROLLER/CABLE (DPS)	181.00
GARY SMITH	02/08/16	SEWER RODDING - 107 COURTLAND ST	225.00
GEMPLER'S	SI02277102	SHIPPING SAVER	59.00
GLOBAL TELEMATIC SOLUTIONS, LLC	22612	MONTHLY GPS SERVICE	740.00
GRACE LOCKE	3/9/16	ELECTION SERVICE 3/8/16	187.50
GRAMES TIRE & BATTERY, INC	5104	DEMOUNT/MOUNT, BALANCE & DISPOSAL (#121)	19.00
GRAMES TIRE & BATTERY, INC	5072	4 TIRES - PD VEH 6002	531.44
GRAPHIC CONTROLS, LLC	ME3453	CHARTS	188.50
HAAS ALARMS AND SERVICE, INC	1681	ANNUAL ALARM INSPECTION	140.00
HAAS ALARMS AND SERVICE, INC	1696	INSTALL PHONE SYSTEM - SNOW BLDG	2,726.42
HAAS ALARMS AND SERVICE, INC	1680	ANNUAL FIRE ALARM TEST	140.00
HAFLER, ANDREW	2/16/16	TRAINING - LEGAL UPDATE	40.39
HAGGIN FORD & MERCURY INC	50083	INSULATOR/KNUCKLE/BUSHING/SHIELD (FD	352.28
HAGGIN FORD & MERCURY INC	50099	BUSHINGS (FD EXPLORER)	(45.31)
HAGGIN FORD & MERCURY INC	240927	OIL CHANGE PD VEH #132	49.86
HAGGIN FORD & MERCURY INC	50079	LINK/BUSHING/ARM ASY - GUY'S FD EXPLORER	337.79
HAGGIN WIMBERLY CHEVY OLDS GEO INC	259233	PIPE (OIL LEAK REPAIR) #121	70.52
HAGGIN WIMBERLY CHEVY OLDS GEO INC	189373	PD VEH #6002	394.54
HALE'S HARDWARE, INC	C151796	SHIP METER FOR REPAIR	9.94
HALE'S HARDWARE, INC	D103983	SUPPLIES (FD)	44.57
HALE'S HARDWARE, INC	B102981	175 W BULBS - FAIRFIELD ACRES	40.72
HALE'S HARDWARE, INC	C150215	SHIPPING FEE	3.00
HALE'S HARDWARE, INC	B103246	BALLAST & CONNECTOR - DEPOT (DDA OFFICE)	33.93
HALE'S HARDWARE, INC	D104248	BATTERIES	8.49
HALE'S HARDWARE, INC	C148603	CLEANING SUPPLIES/BULBS/WIRE CONNECTORS	97.70
HALE'S HARDWARE, INC	10111407	BATTERIES	13.99
HALE'S HARDWARE, INC	C149592	ICE METL	17.45
HALE'S HARDWARE, INC	B102027	FASTENERS	5.29
HANSON BEVERAGE SERVICE	500930	DISTILLED WATER	69.00
HANSON BEVERAGE SERVICE	488716	DISTILLED WATER	69.00
HANSON BEVERAGE SERVICE	529278	DISTILLED WATER	50.00
HARDIN, R. WAYNE	3/1/16	BUILDING INSP FEB 2016	501.00
HARDING'S MARKET, INC	3/3/16	SUPPLIES (FD)	34.95
HARNDEN, SHARON	3/9/16	ELECTION SERVICE 3/8/16	225.00
HARTLINE, BOBBIE JO	3/10/16	REIMBURSEMENTS - CITY RETREAT/ATTY	42.99
HILL TRUCK SALES, INC	501559	ALTERNATOR #4	214.28
IBEX INSURANCE AGENCY	2/25/16	DENTAL INSURANCE PREMIUM-MAR 2016	1,828.70

Vendor		Description	Amount
IBEX INSURANCE AGENCY	0040009184	HEALTH INSURANCE PREMIUM-MAR 2016	58,631.75
INTERNET BUSINESS SOLUTIONS, INC.	16780	MONTHLY WEBSITE MTCE	39.95
J & H OIL COMPANY	10923701	CEMETERY GAS	278.46
J DOHENY SUPPLIES INC	A90969	AIR REGULATOR (#11)	50.48
JENNIFER LAPORTE	3/2/16	OVERPAYMENT 14-160-200-906-00	15.21
JOHN & CURT'S BRAKE & ALIGNMENT	3/4/16	ALIGNMENT - DEPUTY CHIEF VEHICLE (FD)	65.00
JOHN & CURT'S BRAKE & ALIGNMENT	2/24/16	#131 WHEEL BEARING	223.65
JORDAN, DONNA	3/9/16	ELECTION SERVICE 3/8/16	206.25
JUDD LUMBER COMPANY, INC	1602-673339	J SNOW BLDG (HEALTH DEPT) - FIRECODE	111.30
JUDD LUMBER COMPANY, INC	1512-668296	WO 15-1021 MIN LOADER RENTAL W/TRENCHER	(70.00)
JUDD LUMBER COMPANY, INC	1601-670912	HEALTH DEPT (J SNOW BLDG) - PINE BOARDS	22.98
JUDD LUMBER COMPANY, INC	1602-671751	HEALTH DEPT (J SNOW BLDG) - CORNER BEAD	79.71
JUDD LUMBER COMPANY, INC	1603-673676	KEYS/DRYWALL/MUD MIX/PAINT - LAWYERS	43.66
JUDD LUMBER COMPANY, INC	1602-672880	REDI - MIX GRAVEL CEMENT (JOHNSON MAIN	7.64
JUDD LUMBER COMPANY, INC	1603-673598	KEYS FOR DR K OFFICE (J SNOW BLDG)	11.94
JURNEE JOHNSON	3/9/16	ELECTION SERVICE 3/8/16	187.50
KEN SIMPSON	160311	ELECT INSP FEB 2016	549.00
KERR PUMP AND SUPPLY, INC	INV169406	TEMP SENSOR FOR PUMP	319.90
KEVIN ANDERSON	02/26/16	SEWER RODDING - 501 GREEN ST.	110.00
LAKE MICHIGAN MAILERS, INC	342418	POSTAGE	5,000.00
LAKELAND HEALTHCARE	802006	DOT EXAM - KUJAWA	100.00
LAMMON, MELISSA	03/10/2016	UB refund for account: 05-0130-13	51.83
LAYLIN, SHIRLEY	3/9/16	ELECTION SERVICE 3/8/16	75.00
LD DOCSA ASSOCIATES, INC	11419	PAY REQ #6 - WWTP IMP PROJECT	341,811.00
LEADER PUBLICATIONS, INC	108567	MISC PUBLICATIONS	1,004.45
LIFELOC TECHNOLOGIES, INC.	0211863-IN	BREATHALIZER MOUTHPIECE	35.00
LIFELOC TECHNOLOGIES, INC.	0211304-IN	AED REPAIR/CALIBRATION/TEST	100.00
LOUANN PARKER	3/7/16	AWARD AMOUNT	150.00
MELODY CUTTING	3/9/16	ELECTION SERVICE 3/8/16	187.50
MERIDIAN TITLE CORP	124243	COVERAGE/WORK FEE	560.25
MI COMMUNITY ACTION AGENCY ASSOC	3/7/16	EU-MONTHLY PYMT ALLOCATION-3/16	12,076.00
MICHIGAN SECTION, AWWA	200001533	CROSS CONECTION SEMINAR - RUFF	155.00
MICHIGAN SECTION, AWWA	200001534	CROSS CONNECTION SEMINAR - GRANT	155.00
MICHIGAN SECTION, AWWA	200001552	MATH/HYDRAULICS COURSE - RUFF	310.00
MICHIGAN SECTION, AWWA	200001551	MATH/HYDRAULICS COURSE - GRANT	310.00
MICHIGAN STATE POLICE-CASHIERS OFC	551-460944	SOR VALIDATION FEES	120.00
MIDWEST ENERGY	3503301	CCWS-WELL HOUSES	1,337.73
MISSION COMMUNICATIONS, LLC	1000893	ANNUAL LIFT STATION MONITORING	694.80
MISSION COMMUNICATIONS, LLC	40032408	MISSION - RADIO (SPARE)	260.00
NICHOLS, BEVERLY	3/9/16	ELECTION SERVICE 3/8/16	178.13
PARAGON LABORATORIES, INC	42078-85695	NPDES TESTING	250.00
PAULA RALPH	2/24/16	PRELIMINARY ACCURACY TEST	140.00
PETERSON, MICHAEL J	3/9/16	ELECTION SERVICE 3/8/16	110.00
PETTY CASH	2/29/16	PETTY CASH REIMBURSEMENT	27.96
POWER LINE SUPPLY, INC	56004296	CRIMPER TOOL REPAIR	240.76
POWER LINE SUPPLY, INC	56005839	NEW CRIMPER TOOL	1,566.00
POWER LINE SUPPLY, INC	56005851	WIRE - STOCK	2,799.80
POWER LINE SUPPLY, INC	56007629	CROSSARMS - STOCK	1,588.40
POWER LINE SUPPLY, INC	56007652	CABLE SKINNING KNIVES	108.00

Vendor		Description	Amount
POWER LINE SUPPLY, INC	56009466	100 W LAMPS/PHOTO EYES (STOCK)	440.11
POWER LINE SUPPLY, INC	56009465	WIRE - STOCK	650.00
PREFERRED PRINTING, INC	29229	LECTURE SERIES POSTCARDS	177.50
PRIORITY COMPUTER SERVICES, INC	204303	MONITOR - WWTP	170.00
PVS MINIBULK, INC.	99311	SODIUM HYPOCHLORITE - WTP CHEMICALS	2,181.59
PVS MINIBULK, INC.	99573	SODIUM BISULFITE - WWTP CHEMICALS	1,543.12
PVS TECHNOLOGIES, INC	206343	FERROUS CHLORIDE - WWTP CHEMICALS	1,307.20
QUILL CORPORATION	2833422.	1095C FORMS	11.98
QUILL CORPORATION	2833422	RETURN 1095C FORMS	(11.98)
QUILL CORPORATION	3703112	GLOVES	15.00
REAL PRO SOLUTIONS, LLC	PC1706	BLIGHT CLEANUP 404 CENTER ST	800.00
REAL PRO SOLUTIONS, LLC	PC1705	BLIGHT CLEANUP 210 MCOMBER	400.00
REAL PRO SOLUTIONS, LLC	PC1704	BLIGHT CLEANUP 102 WALNUT ST	60.00
REAL PRO SOLUTIONS, LLC	SP310	CCWS - SNOW PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP311	CCWS - SNOW PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP312	CCWS - PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP313	CCWS - PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP314	CCWS - PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP315	CCWS - PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP316	CCWS - PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP317	CCWS - PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP318	CCWS - PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP319	CCWS - PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP320	CCWS - PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP321	CCWS - PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP325	CCWS - PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP324	CCWS - PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP323	CCWS - PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP322	CCWS - PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP326	CCWS - PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP327	CCWS - PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP328	CCWS - PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP329	CCWS - PLOW VANDALIA TOWER	60.00
REBECCA JOHNSON	3/2/16	OVERPAYMENT 14-160-100-114-01	32.36
ROHDY'S HEATING & COOLING, LLC	0000007425	REPLACED FILTERS - ADV DERM (J SNOW	45.00
SCHILLING'S WASH & WAX	85	CAR WASH-PD	24.00
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SVC 1/13 - 2/11/16	17.03
SEMCO ENERGY GAS COMPANY	0359348.500	GAS SVC 1/26 - 2/25/16 (NUBOUR BOOSTER)	17.03
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SVC 1/28 - 2/29/16	208.72
SNAP-ON TOOLS	02221618941	1 3/8 DR. FLX RACHET	134.95
SNAP-ON TOOLS	02291619151	1 5PC SNAP RING PLIERS SET	120.75
SOUTH BEND UNIFORM	28136	UNIFORM-GRINNEWALD	20.95
SOUTH BEND UNIFORM	31172	UNIFORM-GRINNEWALD	156.90
SOUTH BEND UNIFORM	30707	UNIFORM-HAFLER	378.20
SOUTH BEND UNIFORM	30340	UNIFORM-MURRAY	616.90
SOUTHWEST MI CITY MANAGERS ASSOC	3/7/16	MEMBERSHIP - ANDERSON	100.00
SPARKLE AND SHINE CAR WASH	1105-58	CAR WASH	20.00
SPARTAN STORES LLC	2/4/16	EVENT FOOD SUPPLIES - MUSEUM	42.32
SPARTAN STORES LLC	02/04/16	CITY RETREAT SUPPLIES	66.92

Vendor		Description	Amount
SPENCER MANUFACTURING, INC	10787	REPLACEMENT BATTERY MAINTAINER (#2-21)	835.00
STAPLES BUSINESS ADVANTAGE	8038190208	COPY PAPER	344.85
STAPLES BUSINESS ADVANTAGE	3291330521	COMMODE FLOOR MATS	35.52
STAPLES BUSINESS ADVANTAGE	3291330517	JANITORIAL SUPPLIES	1,026.07
STAPLES BUSINESS ADVANTAGE	3291330524	CLEANING SUPPLIES - CREDIT	(39.49)
STATE OF MICHIGAN	946707	NPDES ANNUAL PERMIT FEE (MI0022837)	5,500.00
STATE OF MICHIGAN	3/9/16	MSC 212026-ESB REPAYMENT OF GRANT FUNDS	164,747.50
STATE OF MICHIGAN	ME-0200312	SALES & TAX-FEB 2016	13,575.82
STATE OF MICHIGAN-MDEQ	957308	BIOSOLIDS LAND APP FEE	1,243.57
STATE OF MICHIGAN-MDEQ	2/29/16	DRINKING WATER & DISTRIBUTION CERT EXAMS	280.00
TERMINIX	352515524	PEST CONTROL - CH	120.00
THE RIDGE COMPANY	658397	HYD HOSE/FITTINGS (311)	243.60
THE RIDGE COMPANY	658019	VOLTMETER (#4)	19.44
THE RIDGE COMPANY	658008	HYD OIL FILTER (#06CT)/ISO HEET ANTI/LED	49.65
THE RIDGE COMPANY	658145	REPLC. PIPE/EXHAUST PIPE (#120)	10.78
THE RIDGE COMPANY	657513	LAMP (PLOW LIGHT) #3	3.73
THE RIDGE COMPANY	658719	CAP SCREWS/LOC WASH/STD NUTS - FORD	2.90
THE RIDGE COMPANY	657763	FRONT & REAR REPAIRS (FORD EXPLORER	1,230.54
THE RIDGE COMPANY	657971	ALTERNATOR (#4)	277.54
THE RIDGE COMPANY	658132	ALTERNATOR (#4) - CREDIT	(277.54)
THE RIDGE COMPANY	659656	WINDOW CLIPS (#107)	1.95
THE RIDGE COMPANY	659581	HYD HOSE FITTINGS (#104)/WIPER BLADES	78.09
THE RIDGE COMPANY	659412	HYD HOSE FITTINGS/CHSL CAPE 3 (#104)	49.05
THE RIDGE COMPANY	660117	BENT PIN #106	5.47
THE RIDGE COMPANY	660080	HYD HOSE FITTINGS/1/4" HYD HOSE (#106)	28.67
THE RIDGE COMPANY	660159	FILLER PRIMER/SAND PAPER (#2)	9.60
THE RIDGE COMPANY	660056	TAPE/PAINT/RUST SPRAY (#2)	19.57
THE RIDGE COMPANY	660280	MUD FLAP (#150)	11.22
THOMPSON, WESTON	03/10/2016	UB refund for account: 07-1785-4	200.00
US BANK (CM-9690)	4224556	97 BLDG AUTHORITY BOND	150.00
VERIZON WIRELESS	9761028605	MIFI CARD - MONTHLY SUBSCRIPTION	240.06
VERIZON WIRELESS	9760864853	VERIZON WIRELESS MONTHLY INVOICE (CELL	816.06
VERIZON WIRELESS	9761039271	VERIZON TABLET - MONTHLY FEE	144.78
VERIZON WIRELESS	9761046746	CCWS - ITRON FIXED NETWORK	100.06
W. S. DARLEY & CO	17232501	FLASHLIGHT FOR ACTIVE SHOOTER RESCUE	70.96
WALTER, HENRY HOLDINGS LLC	03/10/2016	UB refund for account: 04-5360-00	26.51
WASTE MANAGEMENT OF MICHIGAN, INC.	7449198-2529-2	20 YD DUMPSTER INACTIVITY CHARGE	80.00
WASTE MANAGEMENT OF MICHIGAN, INC.	8378549-1710-6	DUMPSTERS/TRASH CART 3/16	502.35
WASTE MANAGEMENT OF MICHIGAN, INC.	7449176-2529-8	SLUDGE DISPOSAL	2,105.00
WEST MI ASSOC OF CHIEFS OF POLICE	3/7/16	MEMBERSHIP - BRADFORD	25.00
WEST MI ASSOC OF CHIEFS OF POLICE	03/07/16	MEMBERSHIP - GRINNEWALD	25.00
WIGGINS, DANIEL	3/3/16	MILEAGE - COURT	8.64
WIGGINS, DANIEL	2/16/16	LEGAL UPDATE - KALAMAZOO	11.85
WILLIAM & NICOLE CARTWRIGHT	03/01/16	TAX BILL OVERPAYMENT 14-160-200-256-00	738.77
WILSON, JANE P.	3/5/16	DELIVERY OF ABSENTEE BALLOT	1.08
WILSON, JANE P.	3/8/16	ELECTION MEALS/DELIVERY OF ELECTION	102.45
WILSON, JANE P.	2/22/16	CLERK MEETING & PRELIMINARY ACCURACY	14.58
WINTER EQUIPMENT COMPANY, INC	IV29618	CURB RUNNERS	1,450.96
WOODRUFF, ROBERTA	3/9/16	ELECTION SERVICE 3/8/16	187.50

INVOICE REGISTER FOR CITY OF DOWAGIAC
EXP CHECK RUN DATES 03/10/2016 - 03/10/2016
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

Vendor		Description	Amount
ZBATTERY.COM, INC	I169581	BATTERIES	40.84
		Total:	<u>1,111,652.02</u>

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

WHEREAS, the Michigan Open Meetings Law, Public Act 267 of the Public Acts of 1976 as amended, provides that public bodies may meet in closed session for the purpose discussing litigation; and

WHEREAS, the Mayor and City Council desire to meet with the City Manager and the City Attorney to receive an update and discuss the litigation.

NOW, THEREFORE, BE IT RESOLVED the City Council will hereby adjourn to closed session to discuss litigation.

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

Jane Wilson, City Clerk