

## REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, September 8, 2014, 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 Randall Gross, Sr.  
-Councilmember Lori Hunt  
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – Aug 25, 2014
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- RESOLUTIONS –
1. Resolution authorizing budget amendments through September 4, 2014.
  2. Resolution authorizing a consulting engineer's agreement with Prein & Newhof for land acquisition consultant costs associated with the west approach to the Dowagiac Municipal Airport.
  3. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

**BILLS**  
\$823,567.48

**PAYROLL (#)**  
\$112,140.85

**TOTAL**  
\$935,708.33

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

ADJOURNMENT –

Kevin P. Anderson  
City Manager

Attachments

## DOWAGIAC CITY COUNCIL MEETING

Monday, August 25, 2014

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

Mayor Lyons led the Pledge of Allegiance to the flag.

PRESENT: Mayor Donald D. Lyons, Mayor Pro-Tem Leon D. Laylin; Councilmembers Bob B. Schuur, Charles K. Burling, Lori A. Hunt, James B. Dodd and Randall G. Gross, Sr.

ABSENT: None.

STAFF: City Manager Kevin P. Anderson.

Councilmember Laylin moved and Councilmember Dodd seconded that the minutes of the August 11, 2014 regular meeting be approved.

Approved unanimously.

COMMENTS FROM THE AUDIENCE (NON-AGENDA) –  
William Lorenz  
Richie Bacon

### COMMUNICATIONS

1. Black Family Celebration, August 30, 2014, Walter Ward Park.
2. Eagle's #2441 – Ride to Remember Motorcycle Run location stop, September 7, 2014.
3. North Mills Street Block Party, August 30, 2014
4. Under the Harvest Moon Festival, October 11, 2014.

Councilmember Hunt moved and Councilmember Burling seconded to grant the requests.

### RESOLUTIONS

1. Resolution to authorize the purchase of a leaf vacuum.

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

WHEREAS, the City of Dowagiac Department of Public Services (DPS) Staff has determined that the pull behind leaf vacuum provides a valuable service to the operations during peak leaf collection season, and;

DOWAGIAC CITY COUNCIL MEETING

Monday, August 25, 2014

Page Two

WHEREAS, reviewed alternatives repairing or replacing the pull behind leaf vacuum, and;

WHEREAS, DPS recommends purchasing a new leaf vacuum,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the purchase of a leaf vacuum from Old Dominion Brushing for a cost of \$30,769.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to act as signatory for the execution of same.

ADOPTED Unanimously.

2. Resolution to authorize the purchase of a 4x4 pickup plow truck.

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

WHEREAS, the City of Dowagiac Department of Public Services (DPS) Staff has determined that the replacement of a 4x4 pickup truck provides a valuable service to the operations during snow removal season, and;

WHEREAS, DPS recommends purchasing a new vehicle,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the purchase of a 2015 Ford F-250 4x4 with a Western Snowplow from C Wimberley Automotive Group for \$27,239.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to act as signatory for the execution of same.

ADOPTED Unanimously.

3. Resolution to authorize budget amendments for FY 2013-14 through the period ending August 21, 2014.

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

WHEREAS, the City administration has reviewed the attached budgets for the 2013-14 fiscal year and the actual revenues and expenditures through August 21, 2014; and

DOWAGIAC CITY COUNCIL MEETING

Monday, August 25, 2014

Page Three

WHEREAS, the City administration recommends revision of the attached budgets in accordance with the latest projections available; and

WHEREAS, the attached report for these funds indicates the current budget and the recommended budget revisions.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt the attached, recommended revised budgets.

ADOPTED Unanimously.

4. Resolution to set a public hearing date for an IFT application from Premier Tool & Die.

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

WHEREAS, Premier Tool & Die Corporation has made formal application for an Industrial Facilities Exemption Certificate, pursuant to new equipment at its manufacturing facility at 101 Poplar Street in the City of Dowagiac, and;

WHEREAS, pursuant to P.A. 198 (1974) as amended, a public hearing is to be conducted by the local governmental unit in which the application facility is located, and;

WHEREAS, P.A. 198 requires that the Assessor for the City of Dowagiac and the legislative body of each unit levying ad valorem property taxes against the facility in question be notified of the public hearing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dowagiac does hereby schedule a public hearing to be conducted on September 22, 2014 at 7:00 p.m. in the City Council Chambers for the purpose of hearing public comment on the application filed by Premier Tool & Die for an Industrial Facilities Exemption Certificate for new equipment at its manufacturing facility at 101 Poplar Street in the City of Dowagiac.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to send notices, by certified mail, of said public hearing to the following:

1. Premier Tool & Die Corporation
2. City Assessor, City of Dowagiac
3. The County Board of Commissioners, County of Cass
4. The Board of Education, Dowagiac Union Schools
5. The Board of Trustees, Southwestern Michigan College
6. The Board of Education, Lewis Cass Intermediate School District

DOWAGIAC CITY COUNCIL MEETING

Monday, August 25, 2014

Page Four

7. Dowagiac District Library

ADOPTED Unanimously.

5. Resolution to set a public hearing date for an IFT application from Ameriwood.

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

WHEREAS, Ameriwood has made formal application for an Industrial Facilities Exemption Certificate, pursuant to new equipment at its manufacturing facility at 202 Spaulding Street in the City of Dowagiac, and;

WHEREAS, pursuant to P.A. 198 (1974) as amended, a public hearing is to be conducted by the local governmental unit in which the application facility is located, and;

WHEREAS, P.A. 198 requires that the Assessor for the City of Dowagiac and the legislative body of each unit levying ad valorem property taxes against the facility in question be notified of the public hearing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dowagiac does hereby schedule a public hearing to be conducted on September 22, 2014 at 7:00 p.m. in the City Council Chambers for the purpose of hearing public comment on the application filed by Ameriwood for an Industrial Facilities Exemption Certificate for new equipment at its manufacturing facility at 202 Spaulding Street in the City of Dowagiac.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to send notices, by certified mail, of said public hearing to the following:

1. Ameriwood
2. City Assessor, City of Dowagiac
3. The County Board of Commissioners, County of Cass
4. The Board of Education, Dowagiac Union Schools
5. The Board of Trustees, Southwestern Michigan College
6. The Board of Education, Lewis Cass Intermediate School District
7. Dowagiac District Library

ADOPTED Unanimously.

DOWAGIAC CITY COUNCIL MEETING

Monday, August 25, 2014

Page Five

6. Resolution to authorize collective bargaining agreements with the Police Officers Labor Council (POLC) for three year agreements covering the period of October 1, 2014 through September 30, 2017 for the Sergeants Division and the Patrol Division.

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

WHEREAS, through the process of collective bargaining, the City Administration and members of the Police Officers Labor Council, Sergeants Division and Patrol Division, representing unionized Police Department workers, have agreed to terms for the adoption and implementation of new three-year employment agreements covering the period of October 1, 2014 through September 30, 2017, and;

WHEREAS, the complete terms and conditions of the employment agreements as developed were formally ratified by vote of the full membership of the bargaining unit representing Police Sergeant on July 31, 2014, and the Patrol Division employees on August 22 and;

WHEREAS, the City Administration, having negotiated the terms and conditions of the employment agreements as set forth in the complete copies attached, does now recommend their formal adoption and approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, does hereby adopt and approve the following three-year employment agreements:

- Police Department Patrol Division employees, for the period October 1, 2014 through September 30, 2017, as attached hereto and by reference made a part hereof, including all the terms and conditions as provided therein.
- Police Department Sergeants Division employees, for the period October 1, 2014 through September 30, 2017, as attached hereto and by reference made a part hereof, including all the terms and conditions as provided therein.

BE IT FURTHER RESOLVED that the Mayor and City Manager of the City of Dowagiac be authorized and directed to act as signators for the execution of same.

ADOPTED Unanimously.

DOWAGIAC CITY COUNCIL MEETING

Monday, August 25, 2014  
Page Six

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

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

**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 payrolls #24 for the period ending 8/21/14:

Invoices:	99,076.07
Payroll #24:	180,642.35
Total:	<u>\$279,718.42</u>

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

<u>Invoices</u>	<u>Payroll</u>	<u>Total</u>
\$99,076.07	\$180,642.35	\$279,718.42

ADOPTED on a roll call vote.

Ayes: Six (6) Burling, Dodd, Gross, Hunt, Laylin, Schuur

Nays: None (0)

Absent: None (0)

Abstain: None (0)

COMMENTS FROM CITY OFFICIALS –

Upon motion by Councilmember Laylin and seconded by Councilmember Burling, the Dowagiac City Council adjourned at 7:39 PM.

---

Donald D. Lyons, Mayor

---

Kevin P. Anderson, City Manager

*CITY OF DOWAGIAC*

---

*MEMO TO:*           **Mayor and Council Members**

*FROM:*             **Kevin P. Anderson, City Manager**

*DATE:*             **September 4, 2014**

*SUBJECT:*          **Budget Amendments**

---

Each year budgets are reviewed on a quarterly basis for the purpose of making recommendations to Council to amend the budget based on actual financial activity and revised expectations. A review of the recommendations through September 4, 2014 is attached for your review and consideration.

Although it is not the end of the quarter, we are nearing the City's fiscal year end. Preparing these amendments now will allow the City to better use their financial statements to make better informed decisions. As you may notice there is a significant decrease in fund balances for the Electric, Dart, Sewer, Water and Motor Pool funds. This is due to the new GASB 68 requirement. These figures may be adjusted in the upcoming weeks, but we wanted to provide an estimated for Council's benefit. These items have been reviewed by the City Accountant Becky Grabemeyer and staff.

**RECOMMENDATION**

Approve the resolution authorizing budget amendments as presented.

Support Documents:  
    Cover Memo – City Mgr.  
    Resolution  
    Budget Amendments

Resolution #1  
September 8, 2014

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

**WHEREAS**, the City administration has reviewed the attached budgets for the 2013-14 fiscal year and the actual revenues and expenditures through September 4, 2014; and

**WHEREAS**, the City administration recommends revision of the attached budgets in accordance with the latest projections available; and

**WHEREAS**, the attached report for these funds indicates the current budget and the recommended budget revisions.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt the attached, recommended revised budgets.

ADOPTED/REJECTED

A motion to make the following adjustments to the original budget.

Account	Description	Amount	Reason for Change
101	General Fund		
R	101-265-675.20	Cemetery/Grounds Donations	(5,000) Decrease to expected
R	101-276-627.00	Grave Fee & Tent Rental	(4,000) Decrease to expected
R	101-299-585.00	State Revenue Sharing	5,000 Increase to expected
R	101-302-678.10	CCDET Reimbursement	(7,000) Decrease to expected
	101-101-873.00	Travel & Training	(3,000) Decrease to expected
	101-215-801.00	Contractual / Professional	(2,000) Decrease to expected
	101-215-873.00	Travel & Training	(2,000) Decrease to expected
	101-263-946.00	Equipment Rental	(10,000) Decrease to expected
	101-265-702.00	Salaries & Wages	(5,000) Decrease to expected
	101-265-933.00	Vehicle Maintenance	(3,000) Decrease to expected
	101-301-702.00	Salaries & Wages	38,000 Increase to expected
	101-301-728.00	Office Supplies	3,000 Increase to expected
	101-301-751.00	Gas & Diesel	(5,000) Reclass within fund
	101-301-801.00	Contractual / Professional	(5,000) Reclass within fund
	101-302-702.00	Salaries & Wages	(10,000) Reclass within fund
	101-302-702.25	Regular Overtime	(8,000) Reclass within fund
	101-302-702.34	Nighthawk Wages	(4,400) Reclass within fund
	101-302-715.00	Fica Taxes	(5,000) Reclass within fund
	101-302-716.00	Health / Dental Insurance	(8,000) Reclass within fund
	101-303-702.00	Salaries & Wages	(5,000) Reclass within fund
	101-336-718.00	Retirement Contributions	(8,000) Reclass within fund
	101-336-965.61	Overhead Equipment to MPE	25,000 Reclass within fund
	101-336-977.00	Equipment	(25,000) Reclass to Overhead to MPE
	101-371-801.00	Contractual / Professional	(4,500) Decrease to expected
	101-371-801.06	Contractual / Code Enforcements	(7,500) Decrease to expected
	101-941-988.00	Contingency	(59,000) Decrease to actual
	101-954-910.00	General Insurance Coverage	(15,000) Adjust to actual - P/Y Refund(approx. \$10k)
	101-954-965.00	Transfer to Other Funds	230,000 Trans. to electric (repayment p/y borrowings)
		<b>Revenue (11,000) Expense 101,600</b>	<b>Overall (112,600) Increase / (Decrease) Fund Bal.</b>
202	Major Streets		
	202-476-665.00	Interest Income	700 Increase to estimated
		<b>Revenue 700 Expense</b>	<b>Overall 700 Increase / (Decrease) Fund Bal.</b>
203	Local Streets		
R	203-476-676.00	Transfer from Other Funds	40,000 From 499 to help with increased snow costs
		<b>Revenue 40,000 Expense</b>	<b>Overall 40,000 Increase / (Decrease) Fund Bal.</b>
208	Parks		
R	208-718-540.00	State Grant	40,000 Increase to expected
	208-718-965.00	Transfer to Other Funds	105,000 Increase to adjust for payback to Electric
		<b>Revenue 40,000 Expense 105,000</b>	<b>Overall (65,000) Increase / (Decrease) Fund Bal.</b>
226	Solid Waste		
	226-523-801.07	Nubour Landfill Maintenance Services	(32,000) Decrease to expected
		<b>Revenue Expense (32,000)</b>	<b>Overall 32,000 Increase / (Decrease) Fund Bal.</b>

240 Industrial/Economic Development

NO ADJUSTMENTS SUGGESTED

	<b>Revenue</b>	<b>Expense</b>		<b>Overall</b>	<b>- Increase / (Decrease) Fund Bal.</b>
243 LDFA Project					
R 240-261-676.52	Transfer from Electric Utility		150,000	Transfer from Electric	
	<b>Revenue 150,000</b>	<b>Expense -</b>		<b>Overall 150,000</b>	<b>Increase / (Decrease) Fund Bal.</b>

244 Economic Development

NO ADJUSTMENTS SUGGESTED

	<b>Revenue</b>	<b>Expense</b>	<b>-</b>	<b>Overall</b>	<b>- Increase / (Decrease) Fund Bal.</b>
245 DDA - TIF Project					
R 245-850-607.08	Farmers Market Revenue		500	Increase to expected	
245-850-801.00	Contractual / Professional		(3,000)	Decrease to expected	
245-850-880.00	Community Promotion		(1,600)	Decrease to expected	
	<b>Revenue 500</b>	<b>Expense (4,600)</b>		<b>Overall 5,100</b>	<b>Increase / (Decrease) Fund Bal.</b>

252 Rehab Loan Payments

252-821-931.06	Design Review Incentive Program		4,160	Increase to expected	
	<b>Revenue -</b>	<b>Expense 4,160</b>		<b>Overall (4,160)</b>	<b>Increase / (Decrease) Fund Bal.</b>

255 Rental Rehab

NO ADJUSTMENTS SUGGESTED

	<b>Revenue -</b>	<b>Expense -</b>		<b>Overall -</b>	<b>Increase / (Decrease) Fund Bal.</b>
--	------------------	------------------	--	------------------	--

265 Municipal Facilities/Improvement

265-264-970.00	Capital Items		17,500	Increase - New Carpet.	
	<b>Revenue -</b>	<b>Expense 17,500</b>		<b>Overall (17,500)</b>	<b>Increase / (Decrease) Fund Bal.</b>

266 City Drug Forfeiture

NO ADJUSTMENTS SUGGESTED

	<b>Revenue -</b>	<b>Expense -</b>		<b>Overall -</b>	<b>Increase / (Decrease) Fund Bal.</b>
--	------------------	------------------	--	------------------	--

268 Federal Drug Forfeiture

NO ADJUSTMENTS SUGGESTED

	<b>Revenue -</b>	<b>Expense -</b>		<b>Overall -</b>	<b>Increase / (Decrease) Fund Bal.</b>
--	------------------	------------------	--	------------------	--

299 Depot

NO ADJUSTMENTS SUGGESTED

	<b>Revenue -</b>	<b>Expense -</b>		<b>Overall -</b>	<b>Increase / (Decrease) Fund Bal.</b>
--	------------------	------------------	--	------------------	--

497 M-51 S Commercial Development

NO ADJUSTMENTS SUGGESTED

	<i>Revenue</i>	<i>Expense</i>	<i>Overall</i>	<i>- Increase / (Decrease) Fund Bal.</i>
<hr/>				
499	Capital Project Fund			
	499-446-965.00	Transfer to Other Funds	40,000	Transfer to Local Streets (snow costs)
	<b>Revenue</b>	<b>- Expense</b>	<b>40,000.00</b>	<b>Overall (40,000) Increase / (Decrease) Fund Bal.</b>
<hr/>				
582	Electric Utility			
R	582-440-644.00	Residential Sales	(50,000)	Decrease to expected
R	582-440-665.00	Interest Income	30,000	Increase to expected
R	582-440-676.00	Transfer from Other Funds	230,000	Transfer from GEN, repay of p.y borrowings
	582-441-966.00	Remediation Cost	(35,000)	Decrease to expected
	582-442-920.00	Utilities	(22,000)	Decrease to expected
	582-442-946.00	Equipment Rental	7,000	Transfer back from MPE
	582-442-981.00	Substations	(10,000)	Decrease to expected
	582-442-982.00	Street / Security Light	(5,000)	Decrease to expected
	582-442-984.00	Line Maintenance	(20,000)	Decrease to expected
	582-442-987.00	Demolition / Disposal	(51,800)	Decrease to expected
	582-483-801.00	Contractual / Professional	(20,000)	Decrease to expected
	582-483-873.00	Travel / Training	(3,000)	Decrease to expected
	582-483-910.00	General Insurance Coverage	(20,000)	Decrease to expected
	582-483-965.00	Transfer to Other Funds	250,000	Transfer for 240 Front/Main Project
	582-580-801.00	Contractual / Professional	(6,000)	Decrease to expected
	582-580-964.12	EOP Services / Reimbursements	(35,000)	Decrease to expected
	582-850-702.00	Salaries & Wages	3,500	Increase to expected
	582-850-801.00	Contractual / Professional	8,000	Increase to expected
	582-850-880.05	Business Recruitment	(45,000)	Decrease to expected
	<b>Revenue</b>	<b>210,000</b>	<b>Expense (4,300.00)</b>	<b>Overall 214,300 Increase / (Decrease) Fund Bal.</b>
<hr/>				
588	Dial A Ride Transportation			
R	588-959-665.00	Interest Income	500	Increase to expected
	588-959-702.05	Administrative Salaries	2,000	Increase to expected
	588-959-702.10	Wages	2,000	Increase to expected
	588-959-716.00	Retirement Contributions	(1,500)	Decrease to expected
	588-959-801.00	Contractual / Professional	1,000	Increase to expected
	588-959-801.47	Contracted Dispatching Services	3,000	Increase to expected
	<b>Revenue</b>	<b>500</b>	<b>Expense 6,500.00</b>	<b>Overall (6,000) Increase / (Decrease) Fund Bal.</b>
<hr/>				
590	Sewer Utility			
R	590-440-607.00	Service Fee Income	2,000	Increase to expected
R	590-440-644.10	Utility Sales	20,000	Increase to expected
R	590-440-644.12	Utility Sales - Silver Creek	5,000	Increase to expected
R	590-440-644.13	Utility Sales - SLAUA	(12,000)	Decrease to expected
R	590-440-676.00	Transfer from Other Funds	20,000	Increase to actual
	590-442-935.00	Repair Maint Lift Stations	(10,000)	Decrease to expected
	590-442-936.00	Repair Maint / Mains	(10,000)	Decrease to expected
	590-442-946.00	Equipment Rental	6,000	Increase to expected
	590-443-702.00	Salaries & Wages	(8,500)	Decrease to expected
	590-443-754.00	Chemicals	(15,000)	Decrease to expected
	<b>Revenue</b>	<b>35,000</b>	<b>Expense (37,500.00)</b>	<b>Overall 72,500 Increase / (Decrease) Fund Bal.</b>
<hr/>				
591	Water Utility			
R	591-440-607.00	Service Fee Income	2,000	Increase to expected
R	591-440-659.00	Late Payment Penalty	1,000	Increase to expected
R	591-536-695.00	Miscellaneous Income	1,500	Increase to expected

591-442-801.00	Contractual/Professional		6,000	Increase to expected			
591-442-931.00	Building Maintenance		(4,500)	Decrease to expected			
591-442-938.00	Booster Station Maintenance		(5,000)	Decrease to expected			
591-442-970.00	Capital Items		(80,000)	Decrease to expected			
591-483-702.00	Salaries & Wages		5,000	Increase to expected			
591-483-910.00	General Insurance Coverage		(2,000)	Decrease to expected			
591-536-702.20	Wages - Monitor Collect		2,500	Increase to expected			
591-536-702.30	Wages Maint/Repair		(2,500)	Reclass within Fund			
591-536-890.00	Remittance to Outside Agency		6,000	Increase to expected			
591-536-910.00	General Insurance Coverage		(2,000)	Decrease to expected			
	<b>Revenue</b>	<b>4,500</b>	<b>Expense</b>	<b>(76,500.00)</b>	<b>Overall</b>	<b>81,000</b>	<b>Increase / (Decrease) Fund Bal.</b>

---

661 Motor Pool/Equipment

R	661-932-676.61	Overhead from GF	25,000	Increase based on Fire Dept. transfer			
R	661-932-695.00	Miscellaneous Income	10,000	Increase to expected - equipment sales			
	661-932-718.00	Retirement Contributions	(1,500)	Decrease to expected			
	661-932-751.00	Gas & Diesel	5,000	Increase to expected			
	661-932-933.00	Vehicle Maintenance	(5,000)	Reclass within fund			
	661-932-933.01	Ongoing Certifications	(7,000)	Reclass back to Electric			
	661-932-968.00	Depreciation Expense	(10,000)	Decrease to expected			
	661-932-970.00	Capital Items	(5,000)	Decrease to expected			
	<b>Revenue</b>	<b>35,000</b>	<b>Expense</b>	<b>(23,500.00)</b>	<b>Overall</b>	<b>58,500</b>	<b>Increase / (Decrease) Fund Bal.</b>

---

662 Computer Replacement Fund

NO ADJUSTMENTS SUGGESTED

<b>Revenue</b>	-	<b>Expense</b>	-	<b>Overall</b>	-	<b>Increase / (Decrease) Fund Bal.</b>
----------------	---	----------------	---	----------------	---	--

---

677 Self Insurance

NO ADJUSTMENTS SUGGESTED

<b>Revenue</b>	-	<b>Expense</b>	-	<b>Overall</b>	-	<b>Increase / (Decrease) Fund Bal.</b>
----------------	---	----------------	---	----------------	---	--

---

678 Self Insurance - MMRMA

R	678-954-672.00	Transfers In - Members Contributions	5,000	Payment due 10/01/4.			
R	678-954-672.01	Investment Earnings	(1,500)	Decrease to expected			
	<b>Revenue</b>	<b>3,500</b>	<b>Expense</b>	-	<b>Overall</b>	<b>3,500.00</b>	<b>Increase / (Decrease) Fund Bal.</b>

---

711 Cemetery Trust

NO ADJUSTMENTS SUGGESTED

<b>Revenue</b>	-	<b>Expense</b>	-	<b>Overall</b>	-	<b>Increase / (Decrease) Fund Bal.</b>
----------------	---	----------------	---	----------------	---	--

---

733 Retiree Insurance

R	733-861-665.00	Interest Income	10,000	Increase to expected			
	733-861-955.00	BCBS Payments	(5,000)	Decrease to expected			
	733-861-955.50	Self Insurance Payments Retirees	(1,500)	Decrease to expected			
	<b>Revenue</b>	<b>10,000</b>	<b>Expense</b>	<b>(6,500.00)</b>	<b>Overall</b>	<b>16,500.00</b>	<b>Increase / (Decrease) Fund Bal.</b>

---

753 Public Art

R	753-277-675.01	Donations	(1,000)	Decrease to expected			
	<b>Revenue</b>	<b>(1,000)</b>	<b>Expense</b>		<b>Overall</b>	<b>(1,000.00)</b>	<b>Increase / (Decrease) Fund Bal.</b>

**All Funds      427,840    Increase / (Decrease) Fund Bal.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Approved



***CITY OF DOWAGIAC***

---

**MEMO TO: Mayor Lyons and City Council Members**

**FROM: Kevin P. Anderson, City Manager**

**DATE: September 5, 2014**

**SUBJECT: Consulting agreement with Prein & Newhof for the Dowagiac Municipal Airport**

---

A resolution is on Monday's Agenda that approves the proposed Agreement for Engineering Services with Prein & Newhof to provide engineering services relative to acquisition of air rights for the west approach at Dowagiac Municipal Airport.

The bulk of the funding will be provided by the Federal Airport Air and Development Fund administered by the Michigan Division Aeronautics. The consulting portion of the project is \$30,000 and the city's share of the cost will be 5%.

Federal and state funds are derived from aviation fuel taxes, air transport tax, and airline ticket surcharges. These funds are appropriated via a federal formula to all airports in the U.S. that are federally certified.

Recommendation:

Approve a resolution authorizing a consulting agreement with Prein & Newhof for land acquisition consultant costs associated with the west approach to the Dowagiac Municipal Airport

Resolution #2  
September 8, 2014

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

WHEREAS, the City Council desires to enter into an Agreement for Professional Engineering Services relative to land acquisition of air rights for the west approach to runway at Dowagiac Municipal Airport, and;

WHEREAS, the engineering firm of Prein & Newhof has submitted such an agreement, and;

WHEREAS, the Michigan Department of Transportation has reviewed and approved said agreement.

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

ADOPTED/REJECTED

**MICHIGAN DEPARTMENT OF TRANSPORTATION  
AIRPORTS DIVISION  
APPROVAL OF PROFESSIONAL SERVICES  
LAND ACQUISITION**

Base <input checked="" type="checkbox"/>	Amendment <input type="checkbox"/>	State Airport ID 14001	Airport Name Dowagiac Municipal Airport	Airport Location (city) Dowagiac
---	---------------------------------------	---------------------------	--	-------------------------------------

Project Number F-26-0029-1611	Item Number TBD	Job Number TBD	Parcels E25, E26
----------------------------------	--------------------	-------------------	---------------------

Prime Consultant Prein & Newhof	Sub Consultant 4D Acquisition	PSA Base Approval Date 9/3/2014	PSA Base Amount \$31,000.00
------------------------------------	----------------------------------	------------------------------------	--------------------------------

Amendment No.	Amendment Approval Date	Amendment Amount \$0.00	Total Agreement to Date \$31,000.00	Sponsor Contract No. TBD
---------------	-------------------------	----------------------------	--	-----------------------------

Comments
----------

Prime Consultant Cost \$9,950.00	Sub Consultant Cost \$21,050.00	Total Consultant Costs This Approval \$31,000.00
-------------------------------------	------------------------------------	---

**Consultant Cost Detail**

Phase 1 ESA Cost \$0.00	Phase 2 ESA Cost \$0.00	Exhibit "A" Plan Cost \$488.59	Exhibit "X" Cost \$2,117.22	Property Survey Cost \$3,730.42	Preliminary Interview \$1,648.00
----------------------------	----------------------------	-----------------------------------	--------------------------------	------------------------------------	-------------------------------------

Appraisal Cost \$6,100.00	Appraisal Reviews \$2,150.00	Negotiations \$5,645.00	Title / Closings \$500.00	Relocation \$0.00	Asbestos/Demolition Cost \$0.00
------------------------------	---------------------------------	----------------------------	------------------------------	----------------------	------------------------------------

Coordination Costs \$8,620.77	Other Costs \$0.00	Other Cost Detail
----------------------------------	-----------------------	-------------------

Total Direct Labor Costs \$3,138.00	Overhead \$5,388.26	Profit \$937.89	Expenses \$21,535.85	Total Cost This Approval \$31,000.00
--	------------------------	--------------------	-------------------------	---

Description of Work Land acquisition consultant costs for parcels E25 and E26 in the approach to runway 09. Included tasks/costs are identified on the first page of this approval.
--

A technical analysis of the scope and contract costs has been made for the referenced agreement. We certify that the agreement conforms with the federal procurement standards and contains the required federal provisions specified in FAA Order 5100-14D, dated 9/30/05. The agreement is acceptable and the cost is reasonable for the services to be provided because it is within a range acceptable to the Airports Division (AERO) determined by means of cost analysis or in conjunction with the bid process.

This agreement is recommended to be approved for federal and/or state participation, subject to the following comments:

1. This form represents AERO approval of consultant costs associated with land acquisition for the work described on the first page of this agreement.
2. All mandatory clauses as required by the FAA for Procurement and Contracting under the Airport Improvement Program are included in the contract.
3. Title insurance policy costs are not reimburseable to the Airport Sponsor by either state or federal funds. .
4. The Consultant must obtain approval from the Airport Sponsor and AERO prior to subcontracting any work required herein. Qualifications and experience documents are to be submitted on all subcontractors if not on the MDOT/FAA pre-approved lists. THE CONSULTANT MUST SUBMIT COPIES OF ALL SUBCONTRACTS TO AERO.
5. Additional costs incurred are subject to FAA/AERO review and FAA approval of "Reasonableness of Cost and Necessity of Cost" and limited in participation to covenants as set forth in the grant agreement and/or grant amendments.

The referenced agreement is recommended for federal participation and is approved for state channeling of federal grant money subject to an executed sponsor contract and receipt of commitment of federal funds. SPECIAL NOTE: All contracts, amendments, and sponsor certifications must be fully executed and on file with AERO PRIOR TO any payments, reimbursements, or credits made by the State of Michigan. \*\* For contracts that include appraisal work, Before and After Appraisals are required unless prior approval is given by AERO. Appraisals that rely on a percentage or formula adjustment to reach a valuation conclusion are not allowed unless supported by market sales data.

Approved By:



2014.09.03  
16:01:47 -04'00'

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
(LUMP SUM)  
FED PROJECT NO.: TBD  
CONTRACT NO. TBD**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_,

**BETWEEN** the **OWNER** (hereinafter referred to as **SPONSOR**),

*City Of Dowagiac  
241 S Front St  
Dowagiac, MI 49047*

and the **CONSULTANT**.

*Prein & Newhof  
3355 Evergreen Drive NE  
Grand Rapids, MI 49525*

For the following **PROJECT**:

**LOCATION:**

*Dowagiac Municipal Airport*

**DESCRIPTION:**

*EASEMENT ACQUISITION, PARCELS 14-130-034-003-01 AND 14-130-034-002-30*

**SEE DETAIL BREAKDOWN IN ATTACHMENTS "C" and "E"**

**WHEREAS**, the Sponsor proposed to have Professional Consultant Services performed for the described project;

**AND WHEREAS**, the Sponsor has caused a review to be made of the qualifications of the Consultant and is satisfied the Consultant is competent and qualified;

**AND WHEREAS**, the Consultant is willing and able to accomplish the services provided and set forth hereinafter this Agreement;

**AND WHEREAS**, the Sponsor shall compensate the Consultant, in accordance with the Terms and Conditions of this Agreement.

**WITNESSETH:** That for and in consideration of the covenants and agreements to be performed by the respective parties hereto, it is agreed by and between the Sponsor and the Consultant as follows:

**Article 1 - Description of Work to be Done:**

Services to be furnished by the Consultant to the Sponsor together with obligations of the Sponsor or Sponsor's Agent (Michigan Department of Transportation, Office of Aeronautics or hereinafter referred to as AERO) to furnish certain information and data shall consist of the following described elements (additional explanations included in Attachment "E"):

**Article 2 - Time of Beginning and Completion**

**2.1 - Time of Beginning**

Upon acceptance of this agreement by both the Sponsor and the Consultant, the Consultant shall have fourteen (14) days from the date of notification to proceed in which to organize and actually commence work.

**2.2 - Time for Completion**

The estimated time for the Consultant to complete the work named in Article 1 and Attachment "E" of this agreement, ready for Sponsor's approval is one hundred eighty (180) calendar days from the date the Consultant actually starts work. The Consultant shall report his progress to the Sponsor and keep the Sponsor informed of progress and any adjustments to the estimated time schedule which may be necessary because of weather conditions which may affect survey work, the supplying of information to the Consultant by the Sponsor's Agent as provided under Article 1, and other reasons beyond the control of either the Sponsor or the Consultant.

**Article 3 - Payment**

**3.1 – Fee (Planning Service)**

**3.1.1**

The Sponsor agrees to pay the Consultant or and in accordance of the services rendered, as set forth in Article 1 of the Agreement, a fixed fee of thirty one thousand dollars (\$31,000.00) (See Attachment "C").

**3.1.2**

The fixed fee named above shall be considered payment in full by the Sponsor to the Consultant for all services rendered, except as hereinafter provided under Article 4 – Element 4.5 – Changes in Work (See Attachment "C" for project fee breakdown and Attachment "E" for project scope of work).

## 3.2 - Progress Payments

### 3.2.1

The Consultant shall submit monthly statements for services rendered. The statement shall be based upon the Consultant's estimate of the proportion of the total service actually completed at the time of billing. Sponsor shall make prompt monthly payments in response to the Consultant's monthly statement.

### 3.2.2

The first progress payment request shall be submitted thirty (30) days from the date the Sponsor authorizes the Consultant to proceed with the work.

### 3.2.3

Payment by the Sponsor to the Consultant for extra copies of documents shall be due and payable upon receipt of invoice to the Sponsor from the Consultant.

### 3.2.4

Payment is due forty-five (45) days after billing.

### 3.2.5

The final progress payment (10%) of the original contract amount will be due and payable forty-five (45) days after the Consultant completes the work and submits all documents for final approval to the Sponsor.

### 3.2.6

The Consultant agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the Consultant receives from the State of Michigan or Sponsor. The Consultant also is required to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the Sponsor or the Sponsor's Agent. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant 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 subconsultant against the Sponsor or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The Consultant further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to the DEPARTMENT semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the Sponsor or the Sponsor's Agent.

## 3.3 – Extra Service

### 3.3.1

Extra Service charges shall be negotiated by an amendment to this Agreement. Each amendment shall describe the service rendered and the fixed dollar amount for the requested work and estimated contract time for completion.

## 3.4 – Subconsultant Services

### 3.4.1

Any services to be provided by subconsultants shall be provided for in a subconsultant agreement which shall meet the written approval of the Sponsor. Costs of subconsultant services shall be included in Element 3.1 - Fee. The Consultant will not apply a fixed fee on any of the costs for Subconsultant Services.

#### **Article 4 - Miscellaneous Provisions**

##### **4.1 – Certification of Consultant**

The Consultant certifies that Tim Davis is the authorized representative of the firm of 4D Acquisition & Consulting, LLC., whose address is 9253 Onsted Highway, and headquartered in Onsted, Michigan. Consultant certifies that the entity identified in this agreement as the consultant is properly licensed in accordance with PA299 of 1980 and will supply evidence of licensure prior to contract execution. Consultant further represents that it did not:

###### **4.1.1**

Employ or retain for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for 4D Acquisition & Consulting, LLC.) to solicit or secure this agreement;

###### **4.1.2**

Agree, as an express or implied condition for obtaining this contract to employ or retain the services of any firm or person in connection with carrying out the agreement; or,

###### **4.1.3**

Pay or agree to pay any firm, organization or person (other than a bona fide employee working solely for 4D Acquisition & Consulting, LLC ) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

Except as here expressly stated (if any):

---

---

###### **4.1.4**

The CONSULTANT acknowledges that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

##### **4.2 – Certification of Sponsor**

###### **4.2.1**

The Sponsor certifies through the Chairperson of the Airport Authority that the above consulting firm or his representatives has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

###### **4.2.2**

Employ or retain, or agree to employ or retain, any firm or person, or

###### **4.2.3**

Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

Except as here expressly stated (if any):

---

---

#### 4.2.4

The Sponsor acknowledges that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

### 4.3 – Guidelines and Policies for Land Acquisition Related Activities

#### 4.3.1

The Consultant shall follow, insofar as applicable and reasonable and as approved by the Sponsor, current guidelines and policies for land acquisition related activities set forth by the Sponsor, the Sponsor's agent, and other participating governmental agencies in effect at the time of work herein provided is started. Those currently in effect and applicable to this contract are: AC150/5100-37B, 5100-38C, 5100-17, CFR 49 Part 24, FAA Land Acquisition Checklists, FAA Land Acquisition Guidelines, and any applicable MDOT Guidelines and Checklists related to work necessary for land acquisitions, appraisals, review appraisals, relocations, condemnations, and Exhibit "A" property maps. In the event any guidelines or policies change after the Consultant has completed that portion of the work to which a particular policy may apply, and in the event the Consultant is required by the Sponsor to make revisions to completed work to meet revised policies, the Consultant shall be entitled to additional compensation as provided under Article 4.5 – Changes in Work. In the event the Sponsor elects to accept the work which conforms to policies in effect, the Consultant will complete the work as outlined in the original scope without additional compensation, and is relieved of any changes required to meet the revised policies.

#### 4.3.2

Guidelines, policies, specifications, special conditions, contract documents, and requirements developed by the Sponsor, Sponsor's Agent, or other participating governmental agency and required to be incorporated in the final plans and documents shall not be the responsibility of the Consultant. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the Sponsor in the performance of this contract shall be the responsibility of the Sponsor, and not the responsibility of the Consultant, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the Sponsor, or any elected or appointed officer, employee or agent of the Sponsor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Sponsor, or any elected or appointed officer, employee or agent of the Sponsor by statute or court decision.

### 4.4 – Ownership of Documents

#### 4.4.1

Original documents shall be delivered to and become the property of the Sponsor. Original basic notes, sketches, changes, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant but shall be made available, upon request, to the Sponsor without restriction or limitation of their use.

#### 4.4.2

In the event any of the above documents are revised by the Sponsor, the nameplates of the Consultant will be removed and the Consultant will be released and held harmless of any subsequent liability which may arise from the reuse of these documents.

#### 4.5 – Changes in Work

##### 4.5.1

By mutual acceptance of both the Sponsor and the Consultant, changes in work from that work herein provided, including changes in original policies and guidelines and reviews/updates of project work may be accomplished by amendment to this Agreement. The amendment shall describe the change in work scope, the adjustment in fixed fee herein provided by a fixed dollar amount for each negotiated change order and estimated change to the original or adjusted estimated contract time for each amendment. Each amendment must be approved prior to execution and must be signed and dated by the Sponsor, by the Sponsor's Agent, and the Consultant. Payment shall be made after all approvals and signatures have been obtained.

#### 4.6 – Delays in Extensions

##### 4.6.1

Changes in the estimated time schedule as may be required by the Sponsor or the Consultant shall be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Article 4.5 – Changes in Work.

#### 4.7 – Insurance and Liability

##### 4.7.1

The Consultant will maintain Workmen's Compensation, Professional Liability, Property Damage, and Public Liability Insurance and file certificates with the Sponsor.

#### 4.8 – General Compliance with Laws

##### 4.8.1

Unless otherwise specified, this Agreement shall be governed by the Law of Michigan of the principal place of business of the Sponsor. The Consultant agrees to comply with all Federal, State, and Local laws applicable to the work.

#### 4.9 – Assignment of Antitrust Rights

With regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract, the Consultant hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The Consultant 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 the DEPARTMENT with regard to claims based on goods or services that were used to meet the consultant's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15 and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The Consultant shall notify the Sponsor if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract may have occurred or is threatened to occur. The Consultant shall also notify the Sponsor or the Sponsor's Agent if it becomes aware of any persons 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 Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract.

#### 4.10 – Subletting, Assignments and Transfer

##### 4.10.1

The Sponsor and the Consultant each binds himself, his partners, successors, assignees, and legal representatives to the other party to this Agreement and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. The Consultant shall not assign, sublet or transfer his interest in this Agreement without the written consent of the Sponsor.

#### 4.11 – Consultant's Endorsement

##### 4.11.1

The Consultant shall seal and sign all final plans and specifications furnished to the Sponsor.

#### 4.12 – Disputes

##### 4.12.1

All disputes concerning a question of fact in connection with work not disposed of by agreement between the Sponsor and the Consultant shall be settled through standard court actions.

#### 4.13 – Responsibility for Claims and Liability

##### 4.13.1

The Consultant shall save harmless the Sponsor, Sponsor's Agent, FAA or other governmental agencies from all claims and liability due to negligence of the Consultants or its subcontractors.

### **Article 5 – Miscellaneous**

##### 5.1

This Agreement represents the entire and integrated Agreement between the Sponsor and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Sponsor and the Consultant. Nothing contained in this Agreement, nor the performance of the parties hereunder shall inure to the benefit of any third party.

##### 5.2

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Michigan.

##### 5.3

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected, thereby, such remainder would then continue in force provided it conforms to the terms and requirements of applicable law.

##### 5.4

Unless otherwise specified, this agreement shall incorporate all provisions of Attachments "A", "B", "C", "D", "E", & "F".

**IN WITNESS WHEREOF**, the parties hereto have fixed their hand this day and date first written above.

**ACCEPTED BY THE SPONSOR**

Witness: \_\_\_\_\_

City Of Dowagiac  
Sponsor

241 S Front St.  
Street Address

Dowagiac, MI  
City, State & Zip Code

BY: \_\_\_\_\_  
Authorized Representative of Sponsor

**ACCEPTED BY THE CONSULTANT**

Witness: \_\_\_\_\_

Prein&Newhof  
Consultant

3355 Evergreen Drive, NE  
Street Address

Grand Rapids, MI 49525  
City, State & Zip Code

BY: \_\_\_\_\_  
Authorized Representative of Consultant

## SCHEDULE OF ATTACHMENTS

Attachment "A" - Appendix "A" - Appendix "B" -	Prohibition of Discrimination in State Contracts Civil Rights Act of 1964....Contractual Requirements
Attachment "B" -	Additional Provisions
Attachment "C" -	Cost Breakdown
Attachment "D" -	Sketch
Attachment "E" -	Scope of Work
Attachment "F" -	Non-Construction Contract Requirements
Attachment "G" -	Prime Consultant Statement of DBE Subconsultant Payments
Attachment "H" -	Evidence of real estate license (copy of license or list of licenses)

## ATTACHMENT "A"

### 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 Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees not to discriminate against an 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 handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall 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 hereinbefore set forth in Section 1 of this Appendix.
3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap 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, 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 will, 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 handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The Contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this Appendix.
6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will 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 himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, an orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which 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, and including the governing boards of institutions of higher education, until the Contractor complies with said order of the Civil Rights. 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 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 Civil Rights Commission to participate in such proceedings
9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

The Civil Rights Commission referred to is the Michigan Civil Rights Commission.

## ATTACHMENT "A"

### 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 shall 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, shall 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 shall 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. **Solicitations 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 shall 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 shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 shall so certify to the sponsor or the FAA, as appropriate, and shall 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 shall 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 shall 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 directives issued pursuant thereto. The contractor shall 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.

**ATTACHMENT "B"**

**ADDITIONAL PROVISIONS**

None.

**ATTACHMENT "C"**

**COST BREAKDOWN**

**ATTACHMENT "C"**  
**ESTIMATED MAN HOUR ASSIGNMENTS AND COSTS**

P&N No: 2140xxx

**Dowagiac Municipal Airport**  
**Dowagiac, Michigan**  
Project No. xx  
Contract No. xx  
**Easement Acquisition, Parcels 14-130-034-003-01 and 14-130-034-002-30**

	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	SURVEYOR	SURVEY CREW	TECHNICIAN	CLERICAL	TOTAL	EXPENSES	AMOUNT PERSONNEL	TOTAL AMOUNT BY TASK
TASK I Property Survey		2	2		4	16			24	\$ 225.85	\$ 1,162.00	\$ 3,730.42
TASK II Exhibit X Drawings		2	12				8		22	\$ -	\$ 702.00	\$ 2,117.22
TASK III Easement Acquisition		4	4					2	10	\$ 21,050.00	\$ 332.00	\$ 22,051.31
TASK IV Project Coordination and Meetings		4	16					4	24	\$ 260.00	\$ 780.00	\$ 2,612.47
TASK V Update Exhibit A			2				2	2	6	\$ -	\$ 162.00	\$ 488.59
TASK VI										\$ -	\$ -	\$ -
TASK VII										\$ -	\$ -	\$ -
TASK VIII										\$ -	\$ -	\$ -
TASK IX										\$ -	\$ -	\$ -
TASK X										\$ -	\$ -	\$ -
<b>TOTALS -</b>		<b>12</b>	<b>36</b>		<b>4</b>	<b>16</b>	<b>10</b>	<b>8</b>	<b>86</b>	<b>\$ 21,535.85</b>	<b>\$ 3,138.00</b>	<b>\$ 31,000.00</b>
HOURLY RATES	\$ 68.00	\$ 39.00	\$ 34.00	\$ 29.00	\$ 38.00	\$ 54.00	\$ 27.00	\$ 20.00				
AMOUNT PERSONNEL	\$ -	\$ 468.00	\$ 1,224.00	\$ -	\$ 152.00	\$ 864.00	\$ 270.00	\$ 160.00	\$ 3,138.00			
OVERHEAD 171.7%	\$ -	\$ 803.80	\$ 2,101.73	\$ -	\$ 261.00	\$ 1,483.57	\$ 463.62	\$ 274.74	\$ 5,388.26			
PROFIT 11%	\$ -	\$ 139.88	\$ 365.83	\$ -	\$ 45.43	\$ 258.23	\$ 80.70	\$ 47.82	\$ 937.89			
TOTAL PERSONNEL CHARGES	\$ -	\$ 1,411.48	\$ 3,691.56	\$ -	\$ 458.43	\$ 2,605.81	\$ 814.31	\$ 482.56	\$ 9,464.15			
										<b>TOTAL CONTRACT = \$ 31,000.00</b>		
<b>OUT OF POCKET EXPENSES</b>	ITEM I	ITEM II	ITEM III	ITEM IV	ITEM V	ITEM VI	ITEM VII	ITEM VIII	ITEM IX	ITEM X		
COMMERCIAL CARRIER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Total Expenses
VEHICLE MILES				\$ 400								\$ -
MILES X \$0.565	\$ -	\$ -	\$ -	\$ 220.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 220.00
MEALS				\$ 4.00								\$ -
MEALS X \$10	\$ -	\$ -	\$ -	\$ 40.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 40.00
SURVEY MATERIALS & SUPPLIES	\$ 125.85											\$ 125.85
PLOTTING AND REPRODUCTION	\$ 100.00											\$ 100.00
Sub: 4D Acquisition and Consulting			\$ 21,050.00									\$ 21,050.00
<b>TOTAL</b>	<b>\$ 225.85</b>	<b>\$ -</b>	<b>\$ 21,050.00</b>	<b>\$ 260.00</b>	<b>\$ -</b>		<b>TOTAL EXPENSES \$ 21,535.85</b>					

**ATTACHMENT "D"**

**SKETCH SHOWING LOCATION OF WORK TO BE  
PERFORMED AS PART OF THIS AGREEMENT**



**ATTACHMENT "E"**

**SCOPE OF WORK**

## ATTACHMENT "E"

### SCOPE OF WORK EASEMENT ACQUISITION, PARCELS 14-130-034-003-01 AND 14-130-034-002-30 DOWAGIAC MUNICIPAL AIRPORT

#### I. PROJECT DESCRIPTION

- The project is described as the first phase of a multiple phase project for the Design Services associated with Obstruction Identification & Land (Easement) Acquisition. The services to be completed in this phase are further detailed below.

The project shall be prepared in accordance with the approved Airport Layout Plan and the associated Environmental Document and with the Federal Aviation Administration (FAA) guidelines established in the FAA Advisory Circular's. Based on information from FAA obstruction surveys and survey from the ALP update, two easements are needed in the west approach. The southern parcel is fully in the approach surface and an easement will be obtained over the whole parcel. An easement will be obtained for the approach and side slope areas for the northern parcel. The northern part of this parcel, containing a residence, is outside the approach and side slope surfaces and will not be part of the easement.

#### II. LAND ACQUISITION

##### Task 1 – Property Survey

Survey will be done on the two parcels for use in development of Exhibit X property maps. Field survey of existing features will be limited to verification of the existing datum, property lines, tree lines, and a minimum of two representative tree top elevations in each group of trees.

##### Task 2 – Exhibit X Drawings

Exhibit X Drawings will be created for use in obtaining the easements over the two parcels.

##### Task 3 – Easement Acquisition

The subcontractor, 4D Acquisition and Consulting, LLC, will perform title searches, appraisals, negotiations, and closing (if applicable) for the two parcels.

##### Task 4- Project Coordination and Meetings

Consultant shall attend and provide updates to Sponsor at two scheduled local meetings with the sponsor and property owners.

##### Task 5- Update Exhibit A

Consultant shall update the existing Exhibit A property map and Airport Layout Plan to show the new easements.

## ATTACHMENT "F"

### NON-CONSTRUCTION CONTRACT

#### 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:

- 1.1 **Compliance with Regulations.** The contractor shall 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.
- 1.2 **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall 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 shall 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.
- 1.3 **Solicitations 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 shall 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.
- 1.4 **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall 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.
- 1.6 **Incorporation of Provisions.** The contractor shall 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 directives issued pursuant thereto. The contractor shall 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.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520  
GENERAL CIVIL RIGHTS PROVISIONS  
49 U.S.C. 47123**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**ACCESS TO RECORDS AND REPORTS  
49 CFR PART 18.36(i)**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**RIGHTS TO INVENTIONS - 49 CFR PART 18.36(i)(8)**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**DISADVANTAGED BUSINESS ENTERPRISES  
49 CFR Part 26**

Contract Assurance (§26.13) - The contractor 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 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.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the prime contractor receives from the Sponsor or the Sponsor's Agent. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor or the Sponsor's Agent. This clause applies to both DBE and non-DBE subcontractors.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES  
49 CFR Part 20, Appendix A**

- (1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

**TRADE RESTRICTION CLAUSE  
49 CFR PART 30**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**TERMINATION OF CONTRACT**  
**49 CFR Part 18.36(i)(2)**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**49 CFR Part 29**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**BREACH OF CONTRACT TERMS**  
**49 CFR Part 18.36**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

July 1, 2004

ATTACHMENT "G"

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

**ATTACHMENT "H"**

**EVIDENCE OF LICENSURE PURSUANT TO PA299 OF 1980**



**4D Acquisition and Consulting, LLC**  
*"Dimensions beyond the competition"*

---

June 30, 2014

John Van Duinen  
Prein&Newhof  
3355 Evergreen Drive NE  
Grand Rapids, MI 49525

**RE: Scope of Work and Costs  
Avigation Easement Acquisition  
Dowagiac Airport**

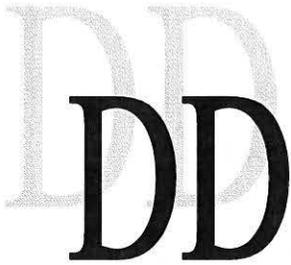
Mr. Van Duinen:

In agreement with our conversation and the information you provided I have prepared this scope of services and cost estimate for the acquisition services for two avigation easements at the Dowagiac Airport. Upon approval please provide me with a contract for execution.

I look forward to working with you on this project.

Sincerely,

Tim Davis  
Vice President



## **4D Acquisition and Consulting, LLC** *"Dimensions beyond the competition"*

---

**Project: Dowagiac Municipal Airport**  
**Client: Prein & Newhoff**  
**Date: June 30, 2014**

### **Project Understanding**

As part the approach clearing project for the Dowagiac Municipal Airport it has been determined to secure aviation easements on two parcels at the west end of the airport. The entirety of the southern parcel, currently used for agriculture, will be encumbered by an IN RPZ easement. The northern parcel is improved with a residence however the area anticipated to be encumbered by the easement does not include the residence. This northern parcel will be encumbered with IN and OUT RPZ easement.

### **Acquisition Services**

4D will:

1. Obtain title searches on both parcels from Meridian Title Company.
2. Perform preliminary interviews with the owner.
3. Secure the services of RS Thomas and Associates and Maturen and Associates to provide a complete, self-contained, appraisal and review for all parcels in accordance with their respective proposals.
4. Prepare offers, easements and other acquisition documents as required for the acquisitions.
5. Participate in a municipal meeting for authorization to present offers. (If applicable)
6. Present offer and perform good faith negotiations (if required) with owners to secure rights and prepare associated Administrative Settlement Requests. If an agreement cannot be reached 4D will prepare an unsecured package and submit it to the client with a recommendation for condemnation.
7. Coordinate closing. (If applicable)
8. Maintain files and document all contact with landowners.
9. Participate in two (2) dedicated meetings with Prein&Newhof, Dowagiac and/or MDOT AERO and/or airport legal counsel. Participation in conference calls and informal/drop-in meetings, meetings which occur while in the project area for other project related tasks are included to a reasonable extent.

### **Deliverables**

1. Complete file including: executed documents or unsecured package; contact notes; appraisal; offer; misc parcel information.
2. Monthly progress reports.

**Staff**

- Tim Davis, SR/WA Project Manager/Agent

**Sub-Consultants**

- Norm Thomas, RS Thomas and Associates – Appraisals
- Dave Maturen, Maturen and Associates – Appraisal Reviews
- Meridian Title Company – Title Searches

**Schedule**

4D is prepared to commence the project upon notice to proceed (NTP) from Prein&Newhoff. It is anticipated the project will be completed within 180 days. Estimated schedule of task activities (days from NTP) is:

- Task 1, +15 days
- Receive Exhibit X, +30 days
- Appraisal and review complete (Task 2), +90 days
- Present offer, +100 days
- Close (Task 3), +145 days

**Assumptions and Conditions of Estimate**

1. The project consists of 2 parcels, single owner, from which partial acquisitions are required.
2. Prein&Newhof will provide parcel numbers and will prepare Exhibit X survey drawings.
3. A total of up to four (4) meeting with the owner, in addition to phone calls, emails and mailings, for preliminary interview, presentation of offer and negotiations will be required and is included.
4. Environmental assessments, demolition and relocation are not required.
5. 4D is putting forth an experienced, professional acquisition agent who will utilize proven approaches to secure the necessary rights however, due to the inability to control or forecast the decisions of individual property owners the final result of the acquisition effort cannot be predicted. The file for a property which cannot be secured will be submitted to Prien&Newhof/Dowagiac Municipal Airport as 'unsecured' for further action.
6. Services provided by 4D or sub-consultants after a parcel is submitted as unsecured will be compensated under separate agreement.
7. Closing costs and title insurance fees (if applicable) will be paid by MDOT AERO or the airport directly.

**Cost**

See attached "Project Cost Sheet"



**4D Acquisition and Consulting, LLC**

Airport Location: Dowagiac

PROJECT DESCRIPTION: Two avigation easements

TASK	PERSONNEL HOURS AND COSTS					
	Tim Davis		Total Hours	Total Personnel Expense by Task	Total Expenses by Task	Total Amount by Task
1. Preliminary Interview & Title	12		12	\$1,423	\$725	\$2,148
2. Appraisal and Review	10		10	\$1,186	\$8,300	\$9,486
3. Negotiations	40		40	\$4,745	\$900	\$5,645
4. Reporting and meetings	28		28	\$3,321	\$450	\$3,771
			0	\$0	\$0	\$0
Total Hours	90		90			
Hourly Rate	\$68.50					
Personnel Subtotal (Hrs. x Rate)	\$6,165					
Overhead (Personnel x 56%)	\$3,452					
Personnel & Overhead Subtotal	\$9,617					
Profit Markup (11%)	\$1,058					
<b>TOTAL:</b>	<b>\$10,675</b>		<b>\$10,675</b>	<b>\$10,675</b>	<b>\$10,375</b>	<b>\$21,050</b>

EXPENSES	TASK 1	TASK 2	TASK 3	TASK 4		TOTAL
<b>Direct Expense</b>						
Field Services ( <i>travel, mailings, etc</i> )	\$225	\$50	\$900	\$450		\$1,625
<b>Sub Consultant Costs</b>						
Title Commitment	\$500					\$500
Appraisal (Thomas)		\$6,100				\$6,100
Appraisal Review (Maturen)		\$2,150				\$2,150
<b>TOTAL:</b>	<b>\$725</b>	<b>\$8,300</b>	<b>\$900</b>	<b>\$450</b>	<b>\$0</b>	<b>\$10,375</b>

SUMMARY OF COSTS	
Personnel Expenses	\$ 10,675
Expenses	\$ 10,375
<b>BUDGET TOTAL:</b>	<b>\$ 21,050</b>

Invoiced as:	\$5,920 upon completion of Task 1 (Includes task 4)
	\$9,486 upon completion of Task 2
	\$2,822 upon presentation of offers
	\$2,822 upon closing or unsecured package (being \$1,421.50 / parcel)
	<u>\$21,050</u>



## Department of Licensing and Regulatory Affairs


[Michigan.gov Home](#)
[License Verification Home](#) | [CSCLB Home](#) | [Contact CSCLB](#) | [LARA Home](#)

### Corporations, Securities & Commercial Licensing Bureau

## VERIFY A LICENSE/REGISTRATION

### Licensee Information

**Name:** DAVIS, TIMOTHY R  
**Address:** Tipton, MI 49287  
**County:** Lenawee

### License Information

**License Type:** Real Estate Associate Broker  
**License Number:** 6502331134  
**Specialties:**  
**Status:** Active  
**Limitations:**  
**Issue Date:** 12/02/2004  
**Expiration Date:** 10/31/2015  
[Continuing Education](#)

### Employed/Managed By

**Employer/Manager:** 4D ACQUISITION AND CONSULTING LLC  
**License Number:** 6505331133  
**Address:** Onsted, MI 49265  
**County:** Lenawee

[Back](#)
[New Search](#)

Additional information pertaining to the occupations regulated by the [Corporations, Securities & Commercial Licensing Bureau](#) can be found on the [Licensing Division](#) site.

### DISCLAIMER

The Issue Date is the date the license/registration was first issued. Please note this information is not always available in the database. The Expiration Date given above is the date the license/registration expired or will expire. The license/registration may not have been active from the Issue Date to the Expiration Date. There may have been periods of non-licensure or non-registration. Please view the status history for more information.

Licensing and registration records are made available at this site by LARA to provide immediate access to information for the convenience of interested persons. While LARA has taken steps to update this information daily, we make no guarantee as to the accuracy, completeness, timeliness or current status of the information. LARA assumes no responsibility for any errors or omissions, or for the use of information obtained from this site.

[Michigan.gov Home](#) | [License Verification Home](#) | [Contact CSCLB](#) | [LARA Home](#) | [State Websites](#)  
[Accessibility Policy](#) | [Link Policy](#) | [Security Policy](#)

Copyright © 2005-2014 State of Michigan

**R.S. Thomas & Associates, Inc. / *Harold Blake Co***

ESTABLISHED 1980

ESTABLISHED 1915

REAL ESTATE APPRAISERS AND VALUATION CONSULTANTS

33620 FIVE MILE ROAD

LIVONIA, MICHIGAN 48154

TEL. 734-422-5353 / FAX 734-422-5354

RAYMOND S. THOMAS, ASA, SR/WA  
1927-1990

NORMAN G. THOMAS, ASA, SR/WA  
CERTIFIED GENERAL REAL ESTATE APPRAISER  
ANDREW BOETTCHER  
CERTIFIED GENERAL REAL ESTATE APPRAISER  
MELISSA FREED  
LICENSED REAL ESTATE APPRAISER

HAROLD R. BLAKE 1892 - 1942  
JOHN J. MELCHER, SR. 1895 - 1976

JOHN J. MELCHER, JR.  
BROKER / CONSULTANT

June 25, 2014

Timothy Davis, SR/WA, R/W-NAC  
4-D Acquisition and Consulting, LLC  
9253 Onsted Highway  
Onsted, Michigan 49265  
Email: [tim.davis@4dacquisition.com](mailto:tim.davis@4dacquisition.com)

Re: Before and After Appraisals  
Dowagiac Municipal Airport

Dear Mr. Davis:

We have reviewed information forwarded to our office pertaining to 2 parcels involving partial acquisitions of real estate for Avigation/RPZ encumbrances. We understand the appraisal reports are to be completed as soon as possible and submitted to the reviewer. We anticipate 30 days from authorization yet will submit them as soon as complete. Time is of the essence and we understand the importance of specific deadlines pertaining to the assignment. Therefore, it is most important for the appraiser and the reviewer to work *during* the appraisal process to expedite the process. Owner contact and property access is most important.

The appraisal reports will conform to MDOT Aeronautics Guidelines and the Uniform Standards of Professional Appraisal Practice (USPAP). A PDF electronic copy and if necessary three (3) original color copies will be submitted as the reports are completed.

The following fees apply:

Project Parcel ID#	Owner	Interest Appraised	Comments	Review Fee
14-130-034-002-30	Robert & Patricia Ausra	Fee Simple & RPZ	Before and After Format	\$3,600
14-130-034-003-01	Robert & Patricia Ausra	Fee Simple & RPZ	Before and After Format	\$2,500
<b>Total</b>				<b>\$6100.00</b>

All additional and/or subsequent services, after submitting the appraisal report, including additional research, meetings, depositions, if required, will be invoiced at an hourly rate. The current hourly rate is \$195.00 per hour.

Compensation per full day in court	\$1,560.00
Compensation per half day in court (minimum)	\$ 780.00

These services are in addition to the established appraisal fees and available at your request.

Feel free to contact me directly with any questions that may arise. We look forward to assisting in this project.

Respectfully,



Norman G. Thomas, ASA, SR/WA  
President



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 #25 for the period ending 9/4/2014:

Invoices: 823,567.48  
Payroll: 112,140.85  
Total: \$935,708.33

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

<u>Invoices</u>	<u>Payroll</u>	<u>Total</u>
\$823,567.48	\$112,140.85	\$935,708.33

ADOPTED on a Roll Call vote.

Ayes:

Nays:

Absent:

Abstain:

Vendor		Description	Amount
1ST CHOICE AUTOMOTIVE	0006737	PITMAN ARM #2	25.00
1ST CHOICE AUTOMOTIVE	0006935	#125 - REPROGRAM PCM	97.25
1ST SOURCE BANK	9/03/14	PURCHASE OF CD	100,000.00
ABSOPURE WATER COMPANY	83297286	BOTTLED WATER - 26461 NUBOUR	64.50
ABSOPURE WATER COMPANY	83297287	BOTTLED WATER/DEPOSIT - 26688 NUBOUR	43.25
ABSOPURE WATER COMPANY	83297282	BOTTLED WATER/DEPOSIT - 25830 NUBOUR	51.00
ABSOPURE WATER COMPANY	83330400	BTL WATER/DEPOSITS	40.25
ACCOUNTING CONSULTANTS, PC	8/15/14	CONSULTING SVC THROUGH 8/15/14	2,632.50
ACLARA TECHNOLOGIES LLC	13007191	AMERIWOOD MODEMS	216.00
ALEXANDER CHEMICAL A CARUS COMPANY	SLS 10020116	WTP CHLORINE	530.94
AMERICAN ELECTRIC POWER	CDOW_201407_01	JULY 2014 ENERGY	396,266.33
ANDERSON, KEVIN	9/03/14	BI-ANNUAL CELL PHONE REIMBURSEMENT (3/14	360.00
ANDERSON, KEVIN	8/26/14	MILEAGE REIMBURSEMENT - AIRPORT MEETING	66.27
ANGIE STEINMAN	9/03/14	AWARD AMOUNT	175.00
AUTOMATED ENERGY, INC	19535	AMERIWOOD METER SUBSCRIPTION	105.00
AUTOZONE	2141313100	VEH #131 LIGHT BULB	16.19
BARBARA LEAR	8/6/14	AWARD AMOUNT	700.00
BENDER ELECTRIC, INC	16467	WELL #21 - WTP	260.00
BENDER ELECTRIC, INC	16468	WELL #21 - WTP	68.50
BENSON'S CARPET	08/28/14	1/2 DOWN FOR CARPET	8,567.41
BERRIEN COUNTY FARM BUREAU OIL CO	678200	DEEP CELL BATTERY (SPRAYING)	105.00
BOB SZYMOSKI	07030-21	REMOVE CONCRETE/REPLACE WITH TOP SOIL -	800.00
BRADFORD, JARRID	287248950627	CELL PHONE REIMBURSEMENT	60.00
BRIAN DAVIS	9/03/14	AWARD AMOUNT	400.00
CASS COUNTY ROAD COMMISSION	801150	23A GRAVEL	141.38
CHARLES L. MALESKI	9/03/14	AWARD AMOUNT	600.00
CHET NICHOLS, INC	480344	#2-80 POWER STEERING GEAR BOX	342.17
CHET NICHOLS, INC	480565	#2-80 TRANS FLUID/BRAKE CLEANER	45.72
CHET NICHOLS, INC	496985	SL - OIL BYPASS PUMPS	27.12
CHET NICHOLS, INC	495571	10X24 PLUG TAP (BECKWITH PARK)	4.46
CHET NICHOLS, INC	493540	CIRCUIT BREAKER #155	9.77
COCM	8/25/14	2014 FALL CONFERENCE REGISTRATION -	240.00
COMCAST	8771402380021236	INTERNET SERVICE - CITY HALL	119.82
CREATIVE VINYL SIGNS	27302	LETTERING FOR DAMAGED DOOR	89.83
CREDITORS SERVICE BUREAU	006799	COLLECTION BUREAU FEES	255.59
DAVE'S CONCRETE PRODUCTS, INC	20432	MDOT GRADE CEMENT (318 E DIVISION)	506.50
DOUBLEDAY OFFICE PRODUCTS, INC	155525I	SHEET PROTECTORS	65.98
DOUBLEDAY OFFICE PRODUCTS, INC	155424I	COPY PAPER/SHEET PROTECTORS/FILE POCKETS	643.68
DOWAGIAC UNION SCHOOLS	201415-59	FUEL EXPENSES JULY 2014	9,136.01
DUSSEL EXCAVATION & CONSTRUCTION	CCWS2054	CCWS - INSTALL DRAIN TILE DEAD END OF	500.00
DUSTIN GREEN	8-21-14	SEWER RODDING - 467 E DIVISION ST	225.00
EASTERN MICHIGAN UNIVERSITY	9/02/14	R.A.D. TRAINING - BRADFORD	450.00
EASTERN MICHIGAN UNIVERSITY	9-02-14	R.A.D. TRAINING - ROMAN	450.00
EAU CLAIRE FRUIT EXCHANGE	658044	3/8 HOSE #06CT/MOLE TRAP - ROTARY	57.59
EAU CLAIRE FRUIT EXCHANGE	657829	BUMPER UNIT (PRUNNERS)	2.50
ERSCO CONSTRUCTION SUPPLY	19481	SUPPLIES FOR 319 E DIVISION ST REPAIR	190.65
ERSCO CONSTRUCTION SUPPLY	19683	EPOXY FOR 302 S FRONT ST (WO 14-2003)	278.00
ETNA SUPPLY	S101163189.002	COPPER - STOCK	849.60
ETNA SUPPLY	S101164008.001	PIPE/FERNCOS - STOCK	2,077.84

Vendor		Description	Amount
ETNA SUPPLY	S101164008.002	BUSHING - STOCK	24.85
FERRIS STATE UNIVERSITY	14SAGLEMS03	GLEMS TRAINING - HARDING	390.00
FLEETMATICS USA, LLC	IN325475	VEHICLE TRACKING SERVICE	40.00
FRED SMITH	9/03/14	AWARD AMOUNT	200.00
FRONTIER	23118907970401035	PHONE SERVICE 7/20 - 8/19	1,817.22
GARAGE DOORS PLUS MORE, INC	1703	GARAGE DOOR REPAIR - GROUNDS	188.00
GEMPLER'S	1020267997	SAFETY VESTS	40.00
GEORGE KELLER	9/03/14	AWARD AMOUNT	200.00
GEORGE KELLER	9/03/14	AWARD AMOUNT	300.00
GREAT LAKES CLEANING SYSTEMS, INC	40984	PRESSURE WASH SOAP	350.00
GREENMARK EQUIPMENT	P85075	AIR FILTERS/SPARK PLUGS/PICK UP BODY -	64.94
HAAS ALARMS AND SERVICE, INC	061630	PHONE/ALARM SYSTEM - WWTP	1,620.46
HACH COMPANY	8980807	REPAIR SAMPLER	951.79
HAGGIN WIMBERLY CHEVY OLDS GEO INC	257307	HVAC CONTROL HAD #1	143.49
HAGGIN WIMBERLY CHEVY OLDS GEO INC	176974	DRIVER SEAT REPAIR #121	308.13
HAGGIN WIMBERLY CHEVY OLDS GEO INC	177009	DRIVER SEAT REPAIR #121	101.42
HALE'S HARDWARE, INC	D55944	CONNECTION & HOOK UP FOR FLAG DISPLAY ON	41.70
HALE'S HARDWARE, INC	D56232	HARDWARE FOR COMPUTER MOUNT/TOILET	29.42
HALE'S HARDWARE, INC	C83958	TUBING FOR SAMPLING - WWTP	38.79
HALE'S HARDWARE, INC	D55228	WWTP BUILDING PAINTING	49.93
HALE'S HARDWARE, INC	D56008	REQUIRED HPDES TESTING - WWTP	60.94
HALE'S HARDWARE, INC	D56910	CLR/VACUUM CLEANER BAGS	30.50
HALE'S HARDWARE, INC	D55992	DRINKING WATER	13.56
HALE'S HARDWARE, INC	C85136	BUSHING - WTP	2.71
HALE'S HARDWARE, INC	C84913	COTTER PINS	1.68
HALE'S HARDWARE, INC	D55999	SILICONE #11	9.68
HALE'S HARDWARE, INC	C83926	TUBING (SEWER LINE RODDER)	2.18
HALE'S HARDWARE, INC	C82857	AA BATTERIES/D BATT	28.11
HALE'S HARDWARE, INC	10095586	3A 400V DIODE #155 - ELECTRICAL SWITCH	1.99
HALE'S HARDWARE, INC	C84379	OVERNITE SAMPLE SHIPPING REQUIRED	62.82
HALE'S HARDWARE, INC	D55227	WWTP BUILDING - PAINTING	53.92
HALE'S HARDWARE, INC	C85808	NEW LAB AC	222.13
HALE'S HARDWARE, INC	D56344	COUPLINGS/NIPPLES - 418/420 CHESTNUT	8.30
HALE'S HARDWARE, INC	C85959	CONDUIT/ELBOWS/TAPE	16.64
HAMMERSMITH EQUIPMENT COMPANY, INC	309711	SAW BLADE	470.00
HANSON BEVERAGE SERVICE	990868	LAB WATER - WWTP	40.50
HARDIN, R WAYNE	08/14	BUILDING INSPECTIONS AUGUST 2014	1,177.00
HARTLINE, BOBBIE JO	9/3/14	REIMBURSEMENT - ECONOMIC MEETING	31.44
HD SUPPLY POWER SOLUTIONS, LTD	2647778-00	ELECTRIC METERS	520.00
HENRY KROHNE	1-52635	CCWS - OIL/CABLES DECATUR RD GENERATOR	71.20
HOLBEN PROFESSIONAL EH SERVICES	4650	CROSS CONNECTION BASICS TRAINING -	150.00
IBEX INSURANCE AGENCY	35669229	HEALTH INSURANCE PREMIUM 09/14	48,309.66
INTERNET BUSINESS SOLUTIONS, INC.	14744	MONTHLY WEBSITE MTCE	39.95
J DOHENY SUPPLIES INC	A75906	#11 - REAR DOOR SEAL	527.18
JAY & GIL SNYDER	9/03/14	AWARD AMOUNT	200.00
JUDD LUMBER COMPANY, INC	1408-618321	LUMBER - ASPHALT FORMS	72.64
JUDD LUMBER COMPANY, INC	1408-618184	CEMENT - FOUNDATIONS	58.05
JUDD LUMBER COMPANY, INC	1408-618289	NAILS - ASPHALT FORMS	8.20
JUDD LUMBER COMPANY, INC	1408-617829	REMESH MATT FOR CEMENT - 302 S FRONT	34.95

Vendor		Description	Amount
JUDD LUMBER COMPANY, INC	1408-617838	MESH MAT FOR CEMENT - 302 S FRONT	6.99
JUDD LUMBER COMPANY, INC	1408-617176	CEMENT (MANHOLE) STORM SEWER WO #14-1001	30.96
JUDD LUMBER COMPANY, INC	1408-617205	CEMENT (MANHOLE) STORM SEWER WO #14-1001	46.44
JUDD LUMBER COMPANY, INC	1408-617680	ROTARY HAMMER DRILL RENTAL	55.00
JUDD LUMBER COMPANY, INC	1408-617808	DECK SCREWS (BECKWITH PARK)	6.70
KLUG, PATRICIA	8/27/14	MILEAGE REIMBURSEMENT	9.04
KOONTZ-WAGNER CONST SERVICES LLC	126568-20	CREW SUPERVISION 7/23 - 8/19	568.00
KOONTZ-WAGNER CONST SERVICES LLC	170286	TOGGLE SWITCHES	45.20
KUSA, JAMES	14-0831-FY	MILEAGE REIMBURSEMENT	9.04
LEADER PUBLICATIONS, INC	102913	FALL SPORTS AD	72.00
LEADER PUBLICATIONS, INC	102910	MISC PUBLICATIONS	73.00
MARY HULL	9/03/14	AWARD AMOUNT	300.00
MI ASSOCIATION CHIEFS OF POLICE	2344	JOB POSTING	50.00
MI COMMUNITY ACTION AGENCY ASSOC	09/14	EU-MONTHLY PYMT ALLOCATION 09/14	11,408.41
MI MUNICIPAL RISK MANAGEMENT	M0001210	AUTO/LIABILITY INS-QTRS ENDING 7/1/14 -	143,210.00
MI MUNICIPAL RISK MANAGEMENT	R0001210	RETENTION FUND7/1/14 - 7/1/15	5,000.00
MIDWEST ENERGY	3503301	CCWS-VANDALIA TOWER	1,002.27
MTL, INC	15823	MOWING RUSSOM PARK	710.00
NORTHERN CONSTRUCTION SVS CORP	7644	EXPOXY REBAR PINS - 302 S FRONT	159.00
NORTHERN CONSTRUCTION SVS CORP	7650	CONCRETE ROAD PATCHES - S FRONT ST	1,600.00
PARAGON LABORATORIES, INC	42078-81752	NPDES REG ANALYSIS	359.00
PEERLESS-MIDWEST, INC	40250	WELL 21 OVERHAUL - WTP	26,472.85
PETTY CASH	9/02/14	PETTY CASH REPLENISH	191.72
PHILLIPS, JERAD	3107135582	PHILLIPS TX REIMB.	60.00
PINE VALLEY ECO PRODUCTS, INC	0058294	TAR REMOVER #155/OTHER VEHICLES	425.35
POLLARDWATER.COM	I388104-IN	CUTTING GREASE	28.89
POLLARDWATER.COM	I389216-IN	TAPPING FLUID	18.05
POWER LINE SUPPLY, INC	5856371	BOLTS/CONNECTORS - STOCK	116.00
POWER LINE SUPPLY, INC	5856370	METER SEALS	260.00
PRAIRIE RONDE REALTY	2345	SEPT RENT-DART	150.00
PRECISION DATA PRODUCTS	IOOOO415857	25 FT CAT5 CABLE	20.64
PRECISION DATA PRODUCTS	I0000415489	WIRELESS MICE	86.49
PREFERRED PRINTING, INC	27329	#10 WINDOW ENVELOPES	140.00
PROVIDENT LIFE & ACCIDENT INS CO	000005188858-01	LIFE INSURANCE-ANDERSON	1,015.67
PVS TECHNOLOGIES, INC	188793	WWTP FERROUS CHLORIDE	1,710.75
QT TECHNOLOGIES, LLC	52169	FUEL TERMINAL COVER	110.23
QT TECHNOLOGIES, LLC	52168	ANNUAL MTCE CONTRACT	595.00
R&D SEWER RODDING & DRAIN CLEANING	8/25/14	SEWER RODDING-601 ORCHARD	225.00
REAL PRO SOLUTIONS, LLC	LM2196	MOW - IND PARK ROW	600.00
REAL PRO SOLUTIONS, LLC	LM2195	MOW - COMMERCIAL CENTER ROW	400.00
REAL PRO SOLUTIONS, LLC	LM2203	CITY LOT MOWINGS	87.00
REAL PRO SOLUTIONS, LLC	PC1657	BLIGHT CLEAN UP	250.00
REAL PRO SOLUTIONS, LLC	LM2186	BUSH TRIMMING	100.00
REAL PRO SOLUTIONS, LLC	LM2188	BLIGHT MOWING	232.00
REAL PRO SOLUTIONS, LLC	PC1658	BLIGHT CLEAN UP	100.00
REAL PRO SOLUTIONS, LLC	LM2183	CCWS - MOW PENN PUMP HOUSES	90.00
REAL PRO SOLUTIONS, LLC	LM2184	CCWS - MOW VANDALIA TOWER	70.00
REAL PRO SOLUTIONS, LLC	LM2194	BLIGHT MOWING	29.00
REAL PRO SOLUTIONS, LLC	LM2193	CITY LOTS	145.00

Vendor		Description	Amount
RIETH-RILEY CONSTRUCTION COMPANY	7170174	ASPHALT	203.10
RIETH-RILEY CONSTRUCTION COMPANY	7170182	ASPHALT	104.00
ROMAN, KEVIN	8/5/14	MILEAGE REIMBURSEMENT	59.33
ROMAN, KEVIN	8/6/14	MILEAGE REIMBURSEMENT	28.82
ROMAN, KEVIN	8/21/14	MILEAGE REIMBURSEMENT	8.48
RUTKOWSKE, JASON	2911323858	CELL PHONE REIMBURSEMENT 7/10 - 8/9/14	60.00
SAYLOR, SCOTT	000001	MOW - METERING STATION	30.00
SAYLOR, SCOTT	000002	MOW - TELEGRAPH SUBSTATION	30.00
SAYLOR, SCOTT	000003	MOW - POPLAR SUBSTATION	50.00
SAYLOR, SCOTT	000004	MOW - RUDOLPHI WATER TOWER	45.00
SAYLOR, SCOTT	000005	MOW - WWTP GROUNDS	175.00
SAYLOR, SCOTT	000001	MOW - METERING STATION	30.00
SAYLOR, SCOTT	000002	MOW - TELEGRAPH SUBSTATION	30.00
SAYLOR, SCOTT	000003	MOW - POPLAR SUBSTATION	50.00
SAYLOR, SCOTT	000004	MOW - RUDOLPHI WATER TOWER	45.00
SCHERR, ROZANNE	9/03/14	BI-ANNUAL CELL PHONE REIMBURSEMENT (3/14	360.00
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SVC 7/16 - 8/14/14	12.44
SIMMONS TREE & LAWN	9/01/14	MOW/TRIM CITY FACILITIES & PARKS	10,260.00
SIMPSON, KEN	140905	ELECTRIC INSP 8/2/14 THRU 8/25/14	4,936.80
SNAP-ON TOOLS	0818144561	RING FLIERS - STRAIGHT	(21.05)
SNAP-ON TOOLS	0804144218	RING FLIERS - STRAIGT	29.45
SOUTH BEND UNIFORM	11850	UNIFORM - WHEELER	207.85
SOUTH BEND UNIFORM	18321	UNIFORM - WHEELER	138.95
STATE OF MICHIGAN	ME-0200312	SALES & TAX-8/14	14,175.47
STATE OF MICHIGAN-MDEQ	8/25/14	MUNICIPAL WASTEWATER OPERATORS	70.00
TERMINIX	337750903	PEST CONTROL - CH	120.00
TERRY JARVIS	8/15/14	SEWER RODDING - 402 GRAY ST	225.00
THE RIDGE COMPANY	579636	COOLANT ADDITIVE #11	18.36
THE RIDGE COMPANY	579523	SPARK PLUGS/AIR FILTER #176	14.60
THE RIDGE COMPANY	579506	OIL FILTER (GENERATOR)	7.62
THE RIDGE COMPANY	579488	LUN EYE (LIGHTED SIGN)	(78.99)
THE RIDGE COMPANY	579109	LUN EYE (LIGHTED SIGN)	157.98
THE RIDGE COMPANY	579695	GASKETS (GENERATOR)	1.00
THE RIDGE COMPANY	579055	DUAL DUROMETER SEAL (#220)/THROTTLE	45.58
THE RIDGE COMPANY	579431	ADAPTER (FIRE HYDRANT FLOW METER)	1.12
THE RIDGE COMPANY	579108	HYDRAL FILTER (#141)	12.60
THE RIDGE COMPANY	579261	V-BELT (#174)	11.99
THE RIDGE COMPANY	579226	OIL & FUEL FILTERS (#174)	23.10
THE RIDGE COMPANY	578811	HITCH PIN #7	10.69
THE RIDGE COMPANY	579099	V-BELT/OIL FILTER/DUEL FILTERS (#141)	19.73
THE RIDGE COMPANY	578830	CONNECTOR/SEALANT TAPE (#2-40)	3.77
THE RIDGE COMPANY	580903	DART #110 OIL CHANGE	84.21
THE RIDGE COMPANY	580599	DART #330 - OIL CHANGE	74.58
THE RIDGE COMPANY	580256	#102 - NEW TOOL BOX	279.00
THE RIDGE COMPANY	572133-C	DEDUCTION TAKEN IN ERROR (7/3/14)	402.64
THE RIDGE COMPANY	580148	RADIATOR CAP (GENERATOR)	11.44
THE RIDGE COMPANY	580192	#11 - STRAPS TO HOLD TUBE	2.04
THE RIDGE COMPANY	580838	SL - FUEL LINE HOSE BY PASS PUMP	10.62
THE RIDGE COMPANY	580066	RETURN - LEAK DETECT DYE (#11)	(13.54)

Vendor		Description	Amount
THE RIDGE COMPANY	580953	FUEL/OIL FILTERS - AIRPORT PLOW TRUCK	19.04
THE RIDGE COMPANY	580257	#102 - NEW TOOL BOX	279.00
THE RIDGE COMPANY	580279	FUEL/OIL FILTERS - CCWS GENERATORS	14.50
THE RIDGE COMPANY	580559	SL - STA-BIL BYPASS PUMPS	13.99
THE RIDGE COMPANY	580558	SL - OIL FILTER BYPASS PUMPS	13.62
TOWN & COUNTRY	8/28/14	OVERPAYMENT PE 14-067	4.25
TRANSPORTATION MANAGEMENT, INC.	7/10/14	DART LIFT INSPECTIONS	251.25
UNUM LIFE INSURANCE CO OF AMERICA	0150597-001 0	LIFE INSURANCE 09/14	1,065.57
US 31 SUPPLY, INC	T266947	LIGHTS-REPAIR	455.30
VERIZON WIRELESS	9730743935	VERIZON WIRELESS MONTHLY INVOICE (CELL	725.66
WAINWRIGHT, EDDIE	8/29/14	PLUMB/MECH INSPECTIONS AUG 2014	736.00
WAYNE & REGINA BRYANT	8909	REIMBURSE FOR SEWER RODDING AT 208 2ND	260.61
WIGGINS, DANIEL	8/17/14	MILEAGE REIMBURSEMENT/TRAVEL EXPENSES	284.60
WIGGINS, DANIEL	8/20/14	MILEAGE REIMBURSEMENT	18.08
WIGGINS, DANIEL	8/21/14	MILEAGE REIMBURSEMENT	18.08
WIGGINS, DANIEL	8/22/14	MILEAGE REIMBURSEMENT	18.08
WIGHTMAN & ASSOCIATES, INC	47811	MIDDLE CROSSING/M-51 CMAQ PROJECT	49.50
WIGHTMAN & ASSOCIATES, INC	47779	CASS AVE BRIDGE - LOAD RATING	90.00
WMCJTC	WIGGINS	TASER INSTRUCTOR TRAINING - WIGGINS	100.00
ZBATTERY.COM, INC	I166909	BATTERIES	21.96
ZUBY, JACOB	8/28/14	MILEAGE REIMBURSEMENT	28.25
Total:			823,567.48