

REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, November 10, 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 – October 27, 2014
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- RESOLUTIONS –
1. Resolution and agreement for the joint provision of dial-a-ride services with the Cass County Transportation Authority.
 2. Resolution to approve a Project Authorization Agreement with MDOT relating to the FY 2015 operating grant for the Dial-A-Ride program.
 3. Resolution to enter into a contract with the Michigan Public Transit Association for the provision of Rural Transit Assistance Program (RTAP) grant training funds for Dial-A-Ride services.
 4. Resolution to authorize the purchase and installation of wayfaring signs in compliance with MDOT specifications.
 5. Resolution to authorize a change order for retention pond modifications at Russom Park.

6. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$234,719.11	\$205,846.78	\$440,565.89

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, October 27, 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, and James B. Dodd.

ABSENT: Randall G. Gross, Sr.

STAFF: City Manager Kevin P. Anderson, City Manager; Rozanne H. Scherr, Assistant City Manager.

Councilmember Dodd moved and Councilmember Hunt seconded that the minutes of the October 3, 2014 special meeting and the October 13, 2014 regular meeting be approved.

Approved unanimously.

COMMUNICATIONS

1. Communication from the Greater Dowagiac Chamber of Commerce to host the Dowagiac Old Fashioned Christmas Celebration on November 14-16, 2014, the Candle-light Parade on December 5, 2014, and Small Business Saturday on November 29, 2014.

Councilmember Schuur moved, and Councilmember Burling seconded, to grant the request.

RESOLUTIONS

1. Resolution to authorize the continuance of the Tree Removal Program.

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

WHEREAS, On September 12, 2011, City Council approved a tree removal policy to address the problem of Emerald Ash Bore within the City which has caused numerous trees to die, and;

WHEREAS, diseased trees can create a dangerous situation in the right-of-way as well as pose a significant liability to individual property owners, and;

WHEREAS, the City is responsible for and will take care of trees within the street right-of-way, and;

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WHEREAS, the City recognizes that the cost to remove large Emerald Ash trees can be a barrier for property owners and wishes to modify and extend the tree removal policy that expired on September 30, 2014.

NOW, THEREFORE, BE IT RESOLVED that in an effort to assist property owners in this matter, City Council does hereby modify and extend the following policy:

1. Staff will solicit proposals from qualified, insured tree removal firms with the goal of receiving a quantity discount that will be passed directly onto homeowners.
2. The eligibility requirements of the Design Review Committee for the Housing Incentive Program will be amended to allow for a grant of up to \$200 per tree removal up to a maximum of three (3) trees removed per lot.
3. If the cost to the homeowner is less than \$500, the homeowner will be eligible to voluntarily place a special assessment on their property for up to two (2) years. If the cost is greater than \$500, the homeowner shall have the opportunity to voluntarily place a special assessment on their property for up to three (3) years. An interest rate of 2% shall be placed on the special assessments.
4. The program will be available on a first come, first serve basis. Funds are available for up to a total of 10 tree removals in the city each year.
5. The program will be in place for two (2) years ending in September 2016.
6. Staff will advertise to homeowners the availability of these discounted rates and incentives via the utility billing inserts, press releases, the City's website and other appropriate means.

ADOPTED unanimously.

2. 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 Burling.

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 #2 for the period ending 10/23/14:

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Invoices FY 2013-14	\$30,554.99
Invoices FY 2014-15	\$64,178.82
Payroll	<u>\$116,316.04</u>
Total	\$211,049.85

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

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$94,733.81	\$116,316.04	\$211,049.85

ADOPTED on a roll call vote.

Ayes: Five (5) Burling, Dodd, Hunt, Laylin, Schuur

Nays: None (0)

Absent: One (1) Gross

Abstain: None (0)

ORDINANCES

Second reading of an ordinance to approve the rezoning of 512 Keene Avenue from "R-2" residential to "OS" Office Service.

ORDINANCE NO. _____, 2014

ORDINANCE-----

AN ORDINANCE TO AMEND SECTION 22.5 (C) (6), MAP OF CHAPTER 22, CHANGES AND AMENDMENTS, OF THE DOWAGIAC CITY CODE BY AMENDMENT OF THE ZONING MAP.

THE CITY OF DOWAGIAC ORDAINS:

Section 1: That Section 22.5 (C) (6) of Chapter 22, of the Dowagiac Zoning Code is hereby amended by changing the official zoning map as follows:

"Designate as "OS – Office Service," certain described property in the City of Dowagiac, County of Cass, State of Michigan, more specifically described in Appendix "A", attached hereto and incorporated herein by reference "

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Section 2: That this ordinance shall take full force and effect immediately upon its publication in a newspaper of general circulation within the City of Dowagiac.

Moved by: Dodd

Seconded by: Schuur

ADOPTED on a roll call vote.

Ayes: Five (5) Burling, Dodd, Hunt, Laylin, Schuur

Nays: None (0)

Absent: One (1) Gross

Abstain: None (0)

COMMENTS FROM CITY OFFICIALS

RESOLUTIONS (continued)

3. Resolution to adjourn to closed session to discuss strategies to deal with litigation.

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

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

WHEREAS, the Mayor and City Council desire to meet with the City Manager to discuss litigation.

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

ADOPTED on a roll call vote.

Ayes: Five (5) Burling, Dodd, Hunt, Laylin, Schuur

Nays: None (0)

Absent: One (1) Gross

Abstain: None (0)

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CLOSED SESSION

TIME: 7:16 PM

LATER: 8:16 PM

Upon motion by Councilmember Laylin and seconded by Councilmember Burling, the Dowagiac City Council adjourned at 8:16 PM.

Donald D. Lyons, Mayor

Rozanne H. Scherr, Assistant City Manager

MEMO

TO: Mayor Lyons and City Council Members, Kevin Anderson, City Manager

FROM: Rozanne Scherr, HR Director/Asst. City Manager

DATE: November 4, 2014

RE: Transit Operating Agreement between City and Cass County Transportation Authority

Attached for your review and City Council consideration at the November 10, 2014 council meeting, are a Transit Operating Agreement between the Cass County Transportation Authority and the City of Dowagiac, and a Bus Lease, both relating to the provision of transit services. This agreement would permit the Authority to deliver the day-to-day operations of Dowagiac's Dial-A-Ride Transit system. Public transit users will not be affected by this administrative change.

1. TRANSIT OPERATING AGREEMENT.

The Transit Operating Agreement between the Cass County Transportation Authority and the City of Dowagiac is permitted under statutory authority through PA 8 of Extra Session 1967 which "provides for intergovernmental transfers of functions and responsibilities between political subdivisions" and PA 53 of 1951 which "permits municipal corporations to contract for the joint performance of services."

Under the Agreement, the City would subcontract with CCTA, who in turn, contract with a third party operator, Transportation Management, Inc. (TMI) for the day-to-day operations of the transit systems. Specific terms of the Agreement are summarized as follows:

- City shall set forth bus routes, fare costs, schedules, total hours of operation, and prepare budgets and reports necessary to retain State and Federal grant funding.
- CCTA shall collect fares from DART passengers and provide accounting of same to City.
- CCTA shall provide to City all reports necessary to retain State and Federal funding.
- Current DART drivers shall be given first opportunity for employment with TMI.

2. BUS LEASE TO CCTA.

Terms of the lease are summarized as follows:

- CCTA is responsible for maintenance of the DART buses in compliance with the City's approved vehicle maintenance plan.
- Repairs in excess of \$1,500, not covered by insurance, are the responsibility of the City.
- CCTA shall provide comprehensive general liability insurance and motor vehicle liability insurance.

3. APPENDICES.

The Michigan Department of Transportation requires the completion and submission of procurement methods and decisions. These appendices are attached for your information.

Should you have any questions or comments please do not hesitate to contact me.

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

WHEREAS, in 2013, a county-wide transit millage request was presented to the voters of Cass County and subsequently defeated at the polls, and;

WHEREAS, Dial-A-Ride Transit has continued to explore means to operate more efficiently, and;

WHEREAS, under statutory authority municipal corporations are permitted to contract for the joint provision of services, and;

WHEREAS, an agreement between the City of Dowagiac and the Cass County Transportation Authority (CCTA) has been developed to provide for the day-to-day operation of the Dowagiac dial-a-ride transit service by the CCTA, and;

WHEREAS, the joint provision of services will reduce the cost of operations and provide for the efficient operation of the transit system within Cass County.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the Transit Operating Agreement between the Cass County Transportation Authority and the City of Dowagiac, and;

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

ADOPTED/REJECTED

TRANSIT OPERATING AGREEMENT BETWEEN THE CASS COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF DOWAGIAC

WHEREAS, Statutory authority exists through Public Act 8 of Extra Session 1967 which provides for intergovernmental transfers of functions and responsibilities between political subdivisions and Public Act 35 of 1951 which permits municipal corporations to contract for the joint performance of services; and,

WHEREAS, the City of Dowagiac (hereinafter referred to as the “City”) currently operates a transit system for its citizens; and

WHEREAS, the City has entered into an agreement with the Michigan Department of Transportation (hereinafter referred to as the (“Department”) to operate up to three (3) small buses and to receive funds to help provide for a twelve (12) month Public Transportation Program (hereinafter referred to as the Project) beginning October 1, 2014 and continuing through September 30, 2017; and

WHEREAS, the agreement between the City and the Department authorizes the City to subcontract the operation of the Project; and

WHEREAS, the Cass CCTA Transportation Authority (hereinafter referred to as the “CCTA”) is qualified to operate the Project, using its third party operator, Transportation Management, Inc. (hereinafter referred to as the “Contractor”), and desires to do the same for the period of October 1, 2014 through September 30, 2017.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED AS FOLLOWS:

1. Service Plan

a. Utilizing the services of its Contractor, the CCTA shall cooperate with the City and the City’s appointed Transportation Coordinator, in the management and operation of the City’s Dial-A-Ride system, setting forth such items as bus routes, schedules, total hours of operation and other details of the Project as may be required by the State. Such system is described in the Service Plan which is incorporated in this Agreement as Exhibit A. This Service Plan can be amended with concurrence of both the CCTA and the City.

2. Compensation

a. The CCTA and the City acknowledge that the financing of transportation services relies substantially upon State of Michigan and federal government funding. If the State of Michigan or the federal government makes a material change in the funds available for transportation services, the CCTA and City agree that they shall negotiate an equitable adjustment to the compensation rates and terms, level of transportation services, and any other applicable conditions of this Agreement.

b. The CCTA, utilizing the services of its Contractor, shall collect fares as set by the City from

passengers receiving transportation services under this Agreement. The fare box revenues shall be accounted for by the Contractor and placed in a bank account designated by the City within the Village of Cassopolis.

c. The CCTA shall submit monthly billings and billing reports (Exhibit B) to the City covering services rendered on the Project. In the event the City is not satisfied with the billing reports submitted, it shall return the same to the CCTA setting forth the changes desired. The CCTA shall resubmit the same with the appropriate changes no later than three (3) working days subsequent to such return. Payment to the CCTA shall be on a per bus service hour reimbursement basis, contingent upon the City's receipt from the Department of funds required to cover the billings reported. The bus service hour shall include, at a minimum, driver wages and fringe benefits; cost of dispatching; maintenance; supplies; materials for maintaining vehicles; and the cost of system management for day-to-day operations, including the Contractor's overhead, contingency, and profit, at the rates specifically set out in this Agreement.

d. Bus service hours shall be calculated by measuring the time commencing with the time a bus is placed in service, or is being delivered to or returned from a maintenance location. Bus service hours shall be calculated to the nearest one-tenth (1/10) hour.

e. The CCTA shall bill the City monthly on a bus service hour basis, as follows: For the period of October 1, 2014 through September 30, 2015 the CCTA shall bill the City monthly at the rate of \$37.77 per bus service hour for each hour of bus service for that month. For the period of October 1, 2014 through September 30, 2015 the total costs related to bus operations, covered in this contract, are estimated not to exceed \$169,965.

f. For the period of October 1, 2015 through September 30, 2016 the CCTA shall bill the City monthly at the rate of \$38.68 per bus service hour for each hour of bus service for that month. For the period of October 1, 2015 through September 30, 2016 the total costs related to bus operations, covered in this contract, are estimated not to exceed \$174,060.

g. For the period of October 1, 2016 through September 30, 2017 the CCTA shall bill the City monthly at the rate of \$39.61 per bus service hour for each hour of bus service for that month. For the period of October 1, 2016 through September 30, 2017 the total costs related to bus operations, covered in this contract, are estimated not to exceed \$178,245.

h. In the event the CCTA cannot provide services, the City shall not be assessed or be liable for any costs whatsoever for those days that services are not rendered.

3. Recordkeeping and Review

a. The CCTA's recordkeeping procedures and internal control shall conform to generally accepted accounting practices in order that the compensation paid under this Agreement can be readily ascertained and verified therefrom. The City and the Department, or their representatives, shall be allowed access to and review of records pertaining to the CCTA's compensation under this Agreement during the City's and the Department's normal business hours. Refusal to

allow the City or its representatives access to said records shall constitute a material breach of this Agreement and grounds for immediate termination of the same. Such records are to be maintained for a period of not less than three (3) years after final payment under this Agreement.

b. The City shall receive a copy of the CCTA's audit of the records of the Project, described above, conducted by an independent agency at the CCTA's expense, or by the Department, prior to final reimbursement to the CCTA. The City shall be responsible for conducting an audit at their expense of their records related to this Project.

4. Equipment

a. Any Project equipment acquired by the City pursuant to this Agreement and paid for by the City or by the Department for the City is the property of the City, and possession of the same shall remain with the City at the termination of this Agreement. Any equipment purchased by the CCTA with funds not supplied by the City through this Agreement shall remain with the CCTA at the termination of this Agreement, except in those cases where the removal of said equipment would render the property of the Department to be returned inoperative.

b. The City shall obtain up to three (3) small buses from the Department, to be used by the CCTA on behalf of the City. The City shall lease said vehicles to the CCTA for the purposes set forth in this Agreement. At all times under this Agreement the City shall be and remain the sole grant applicant for and grant recipient of all grant funding from the State of Michigan and the United States government for the acquisition of all vehicles, other capital purchases, operations, and expenses.

c. Utilizing the services of its Contractor, the CCTA shall maintain Project equipment in good working condition. Maintenance shall be carried out in conformance with the MDOT approved Dowagiac Transit Vehicle Maintenance Plan following specifications for such equipment as may be available from its manufacturer, the Department, the City, or the American Public Transit Association.

d. The City understands that the CCTA's requirement that the Contractor shall be responsible for all costs related to routine maintenance and repairs of vehicles subject to the \$1,500 deductible per related repair payable by the Contractor shall also apply to City vehicles operated and maintained under this agreement. All costs in excess of the \$1,500 deductible shall be the responsibility of the City.

e. The City shall arrange for installation of proper radio equipment and for the painting of necessary logos and telephone numbers on replacement vehicles. The payment for such services shall be the responsibility of the City.

f. If a petition is filed by or against the Contractor under the Bankruptcy Act, or if a creditor of the Contractor attempts to place a lien on Project equipment, the Contractor shall be required to notify the CCTA and City of such fact and the CCTA shall require the Contractor to return to the City the Project equipment it has received under this Agreement. If the Project is discontinued, the Contractor shall return said equipment to the City in good working order.

h. The CCTA shall not use Project equipment for purposes other than those authorized by this Agreement.

5. Staffing

a. The CCTA, City and Contractor clearly understand that persons operating at the direction of the Contractor are the Contractor's employees. This Agreement shall not be construed to establish any employer/employee, master/servant, or principal/agent relationship between employees of the Contractor and the CCTA or City. The Contractor shall be solely responsible for the satisfactory work performance of its personnel.

b. The City's employees shall at all times be and remain employees of the City. No provision of this Agreement shall be construed to create or imply an employer-employee, master-servant or principal-agent relationship between the City and CCTA or CCTA's employees. The City has the sole and exclusive responsibility to hire, terminate, discipline or otherwise direct and control its employees and establish all terms and conditions of employment and the provision of all regular and overtime compensation, vacation time, paid holidays, fringe benefits, workers' compensation coverage, insurance and retirement/pension benefits, and the sole and exclusive rights and responsibility for all obligations and duties under any contracts of employment, collective bargaining agreements, and for the withholding of all federal and state payroll taxes.

c. CCTA's employees shall at all times be and remain employees of CCTA. No provision of this Agreement shall be construed to create or imply an employer-employee, master-servant or principal-agent relationship between CCTA and the City or the City's employees. CCTA has the sole and exclusive responsibility to hire, terminate, discipline or otherwise direct and control its employees and establish all terms and conditions of employment and the provision of all regular and overtime compensation, vacation time, paid holidays, fringe benefits, workers' compensation coverage, insurance and retirement/pension benefits, and the sole and exclusive rights and responsibility for all obligations and duties under any contracts of employment, collective bargaining agreements, and for the withholding of all federal and state payroll taxes.

d. The CCTA shall direct the Contractor to :

e. Instruct all employees that service animals shall be allowed to accompany individuals with disabilities in City vehicles and facilities.

f. Instruct all employees that operate vehicles under this Agreement that they shall not refuse to permit a passenger who uses a lift to disembark from a vehicle at any designated stop, unless the lift cannot be deployed, the lift will be damaged if it is deployed, or temporary conditions at the stop, not under control of the Contractor, preclude the safe use of the stop by all passengers.

g. Instruct all employees that operate vehicles under this Agreement that they shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply.

h. The CCTA shall direct the Contractor to instruct all employees on the following requirements for lift and securement use:

- All common wheelchairs and their users shall be transported in the City's vehicles. The Contractor's employees are not required to permit wheelchairs to ride in places other than designated securement locations in the vehicle, where such locations exist.
- The Contractor's employee shall use the securement system provided by the City in a particular vehicle to ensure that the wheelchair remains in the designated securement area. The Contractor's employee may require that an individual permit his or her wheelchair to be secured.
- The Contractor's employee may not deny transportation to a wheelchair or its user on the grounds that the device cannot be secured or restrained satisfactorily by the vehicle's securement system.
- The Contractor's employee may recommend to a user of a wheelchair that the individual transfer to a vehicle seat. The Contractor's employee may not require the individual to transfer.
- The Contractor's employee shall assist individuals with disabilities with the use of securement systems, ramps, and lifts. If it is necessary for the personnel to leave their seats to provide this assistance, they shall do so.
- The Contractor's employee shall permit individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle.

i. The Contractor warrants that the Project set forth in this Agreement will not adversely affect the employment and working conditions of its transit employees, or the employees of any carrier licensed by the State of Michigan, within the boundaries of the approved service area.

6. Insurance and Indemnification

a. The Contractor shall carry, at a minimum, the following insurance:

- Workers' Compensation Insurance- covering all persons engaged in work under this Contract to the full statutory limits stipulated in the Michigan Workers' Compensation Act.
- Blanket Fidelity Bond – All employees handling cash shall be bonded in the amount of \$10,000.

b. The CCTA shall carry, at a minimum, the following insurance:

Comprehensive General Liability Insurance and Motor Vehicle Liability Insurance – The CCTA is a member of the Michigan Transit Pool and shall provide comprehensive general liability insurance and motor vehicle liability insurance to the City for all services performed under this Agreement and for any other services performed by the CCTA at the City's written request, to the extent coverage is provided under the Memorandum of Liability Coverage for the Michigan Transit Pool – Liability Trust Fund (currently \$2,000,000 with \$3,000,000 supplemental coverage. Payment for such coverage shall be the responsibility of the CCTA. This coverage will be continued under this self-insurance pool subject to applicable terms and limits. The City will be named as an additional insured by written endorsement to all applicable insurance policies/contracts. Copies of all applicable policies/contracts and certificates of insurance for each such policy/contract identifying the City as an additional insured shall be supplied to the City prior to the delivery of any vehicles to CCTA and immediately upon any date of renewal or change of carrier(s). The certificate of insurance shall specify that in the event of cancellation,

termination, nonrenewal or material change in coverage, the insurers will provide the City with written notice at least thirty (30) days prior to such event. If the CCTA fails to maintain in force the required insurance during the term of this Agreement, the City may, at its sole discretion, obtain such insurance at its own expense and bill the costs of said insurance to CCTA, which such costs CCTA agrees to promptly pay or the City may terminate this Agreement immediately upon nonpayment.

c. To the maximum extent permitted by law, each party will defend, indemnify and hold harmless the other party and all of its respective elected and appointed officials, employees, agents and representatives from and against all claims, demands, suits, actions, liability of any kind (including, without limitation, injuries to person or property) costs and expenses (including, without limitation reasonable attorneys' fees) (hereinafter "Claim") arising out of the intentional acts, errors, negligent acts or omissions of the indemnifying party and its respective elected and appointed officials, contractors, employees, agents and representatives arising from or related to performance of the duties or obligations under this Agreement. No party shall be required to indemnify, defend, or hold harmless the other party if the Claim is caused by or arises from the sole intentional acts, errors, negligent acts or omissions of the other party. Where a Claim arises from the concurrent intentional acts, errors, negligent acts or omissions of both parties, this indemnification provision shall be valid and enforceable to the extent of the indemnifying party's own intentional acts, errors, negligent acts or omissions as determined by a court of competent jurisdiction. Each party shall provide immediate notice to the other party of any claims, demands, suits, actions, damages or liability of any kind that arise or are brought against that party in any way relating to or arising from performance of the obligations or duties under this Agreement.

d. The CCTA shall provide comprehensive and collision coverage for the actual cash value of the City's equipment under terms of the Michigan Transit Pool – Direct Property Damage Trust Fund subject to deductible of \$2,000 per occurrence payable by the Contractor.

7. Miscellaneous Provisions

a. The CCTA shall aid in the performance of an evaluation program providing the necessary data as developed during the Project period.

b. If either the Department, City, or Contractor desires a meeting pertaining to the Project, the party desiring such meeting shall notify the other parties in writing no later than five (5) working days prior to such meeting. Such notice shall state the time, place, and matters to be discussed at the meeting.

c. The CCTA shall prepare and furnish to the City, with its monthly billings, non-financial operating data as requested by the City, in addition to furnishing specific material noted in other sections of this Agreement.

d. The City shall be responsible for submitting all Department required applications and reports necessary to retain State and Federal funding.

e. The CCTA shall comply with all applicable Federal (see Attachment D), State, and local laws, regulations, and ordinances while performing the activities specified in this Agreement. The CCTA

shall further require that the Contractor meet all federal, State, and local licensing and authorization requirements. Specifically, the CCTA shall ensure that the Contractor obtains, and all of his employees operating vehicles under this Agreement have obtained, all licenses and certificates required by federal, State, and local laws, ordinances, and regulations for operation of such vehicles. Failure by the Contractor to maintain required licenses and certificates will result in loss of funding for the period in which such licenses and certificates have lapsed and/or termination of this Agreement.

f. The CCTA shall require the Contractor to adhere to all federal, State, and local discrimination laws and regulations with regard to persons seeking services provided under the terms of this Agreement.

g. In connection with the performance of work under this Contract, the CCTA agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in (Exhibit C) attached hereto and made a part hereof.

h. The CCTA further covenants that it will comply with all applicable Federal Contract Clauses which are attached to this Agreement as Exhibit E. These terms and conditions are incorporated by reference into this Agreement and made a part hereof.

i. To the extent the CCTA is indemnified by the Contractor, the CCTA agrees to indemnify and save harmless the City and all of its elected and appointed officers, agents and employees thereof from any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the CCTA in connection with this contract, and from any and all claims for injuries to, or death of, any and all persons, and for loss of or damage to property, from environmental damage, degradation, response and cleanup costs, and from attorney fees and related costs arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or willful acts or omissions of the City, its agents or employees.

j. The CCTA shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Agreement without prior written consent from the City.

k. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege.

l. This Agreement constitutes the entire agreement of the parties with regard to the subject matters set out in this Agreement and supersedes all prior agreements, understandings, negotiations and proposals. Modifications, amendments, or waivers of any provision of this Agreement may be made only by written mutual consent of the parties hereto.

m. This agreement shall be governed by the laws of the State as set forth in the prime contract. All terms and conditions included in the prime contract are incorporated into this Agreement, and in the event of a conflict, the prime agreement shall prevail.

- n. The CCTA shall require the Contractor to acknowledge that he has fully reviewed the CCTA's Master Agreement with the Department (MDOT Master Agreement No. 2012-0058) and the City's Master Agreement with the Department (MDOT Master Agreement No. 2012-00??) and agrees to abide by all terms and conditions therein which would be applicable to this contractual agreement. The applicable terms and conditions are incorporated by reference into this Agreement and made a part hereof.
- o. The performance of this Agreement shall commence on October 1, 2014, and shall terminate on September 30, 2017. The City, with concurrence of the CCTA, reserves the option to extend the performance of this Agreement for up to two (2) additional years beyond the date of termination set forth herein, by providing the CCTA with written notice of its intention to exercise such option no less than thirty (30) days prior to the date of termination set forth herein.
- p. The City, in its sole discretion with or without cause, may at any time terminate this Agreement upon ninety (90) days written notification to the CCTA.
- q. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.
- r. No member, officer, or employee of the City of Dowagiac, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- s. This Agreement is not intended to and shall not create or confer rights or beneficiary status on the public, any member(s) of the public, or any third party.
- t. The persons signing on behalf of the CCTA and the City respectively certify by such signatures that they are duly authorized to sign this Agreement on behalf of the CCTA and the City and that this Agreement has been so authorized by the CCTA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CASS COUNTY TRANSPORTATION AUTHORITY

Chairman

Date

CITY OF DOWAGIAC

Date

EXHIBIT A

CITY OF DOWAGIAC DIAL-A-RIDE SERVICE PLAN

The Dial-A-Ride system operates between one (1) and three (3) buses within the City of Dowagiac on a demand/response basis. The primary service area consists of the corporate limits of Dowagiac, with additional service to include Southwestern Michigan College. Limited service to the more heavily populated areas on the fringes of the City including; north to the Dowagiac Conservation Club, south to Dowagiac Auto, west to Apostolic Lighthouse Church and east to Daily Road. Hours of operation are as follows:

DEMAND/RESPONSE SERVICE

Monday through Friday: 8:00 AM to 5:00 PM

Closed Saturday, Sunday and major holidays (New Years day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas)

FARES are as follows:

Rides within the City Limits:	Regular (18-62 years old)	\$2.00
	11 punch ticket	\$20.00
	Youth/Student (under 18 yrs.)	\$1.00
	11 punch ticket	\$10.00
	Senior/Disabled (+62)	\$1.00
	10 punch ticket	\$7.50
To/From Outside of City Limits –One Way	Regular (18-62 years old)	\$4.00
	11 punch ticket	\$30.00
	Youth/Student (under 18 yrs.)	\$2.00
	11 punch ticket	\$20.00
	Senior/Disabled (+62)	\$2.00
	10 punch ticket	\$15.00

One child under 5 years of age rides free with a fare paying adult.

DART coordinates its service with Cass County Public Transit which operates a county-wide transit service with limited service to the City of Niles.

EXHIBIT B
REPORT/INVOICE

TO: City of Dowagiac
Attn: Rozanne Scherr, Transportation Coordinator
241 S. Front Street
Dowagiac, MI 49047

FROM: Cass County Transportation Authority

DATE: _____

The results of operations of the City of Dowagiac Dial-A-Ride for the month of _____, 20____, are as follows:

VEHICLE HOURS: _____

VEHICLE MILES: _____

PASSENGERS: _____

Please approve our invoice calculated below:

TOTAL SERVICE HOURS _____ x \$ _____ **RATE PER HOUR** = \$ _____

INVOICE TOTAL \$ _____

Approved for Payment: _____

EXHIBIT C

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

METHOD OF PROCUREMENT DECISION MATRIX
(to be used for all procurements except micropurchases)

As required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA's website, www.fta.dot.gov

AGENCY City of Dowagiac	
ITEMS BEING PROCURED Operating services for local transit system	PROJECT AUTHORIZATION MA 2012-0076

SMALL PURCHASE (Lowest Quote)

Amount < \$100,000

Multiple sources

Price is the only determining factor in award

SEALED BID (IFB)

Any dollar amount

Multiple sources

Complete and adequate specifications or description

Selection can be made on basis of price alone

Suitable for firm, fixed price

No discussion with bidders needed after receipt of offers

COMPETITIVE PROPOSALS (RFP)

Any dollar amount

Multiple sources

Selection based on price and other criteria

Discussion needed with bidders after receipt of offers

Fixed price can be set after discussion

ARCHITECTURAL AND ENGINEERING (QUALIFICATION BASED)

Multiple sources

A & E services that lead to construction

SOLE SOURCE

Custom item

Only one source

Public urgency/emergency

Competition is inadequate after public solicitation

MDOT approval

X

MIDEAL/PIGGYBACK PURCHASE

X

SIGNATURE	DATE
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**WRITTEN RECORD OF PROCUREMENT HISTORY
CHECKLIST
(TO BE USED FOR ALL PROCUREMENT)
Retain this form in your procurement file**

Your procurement file is your "diary" explaining how you procured an item/service and the rationale for all decisions. In addition to the items below, it should retain any supporting documentation, including notes or explanations regarding determinations or decisions made.

Micro-Purchase

- Evidence of availability of funds (signed project authorization)
- Required internal approvals for award (signed project authorization)
- Davis Bacon federal contract clause, if applicable*
- Fair and Reasonable Price Determination (Appendix D), including supporting documentation (copies of ads, quotes, etc.)

Small Purchase

- Written purchase request or other pre-solicitation documents
- Evidence of availability of funds (signed project authorization)
- Required internal approvals for award (signed project authorization)
- Method of Procurement Decision Matrix (Appendix A)
- Solicitation, including specifications. The solicitation must include a clear and accurate description of the recipient's technical requirements. If applicable, evidence of publication (copy of published ad, website screenshot, etc.)
- If under \$25,000, Certification of Compliance with Federal contract clauses (Appendix B) if applicable, including applicable clauses*
- If \$25,000 or greater, third-party contract including applicable Federal contract clauses*
- Independent Cost Estimate (Appendix E), including supporting documentation (copies of ads, price lists, prior purchase orders, etc.)
- Quotations (Appendix F)
- Fewer than three offers received evaluation, if applicable (Appendix G). Include copies of any written communication.
- Price or Cost Analysis (Appendix H, I or N), including supporting documentation

Invitation for Bid (IFB)

- Evidence of availability of funds (signed project authorization)
- Required internal approvals for award (signed project authorization)
- Method of Procurement Decision Matrix (Appendix A)
- Work scope/specifications. The solicitation must include a clear and accurate description of the recipient's technical requirements.
- Invitation for Bid, which includes date and time bid will be publicly opened
- Independent Cost Estimate (Appendix E), including supporting documentation (copies of ads, price lists, prior purchase order, etc.)
- Advertisement and Solicitation (Appendix K), including evidence of publication
- Notice from MDOT: IFB approved/proceed with Bid
- Fewer than 3 offers received evaluation (Appendix G) if applicable. Include copies of any written communication.
- Price Analysis or Cost Analysis (Appendix H or I), including supporting documentation
- Responsibility Determination (Appendix J), including supporting documentation
- Bid Opening (Appendix L)
- Third-party contract including applicable Federal clauses*
- Notice of award
- Notice to unsuccessful bidders and record of any debriefing
- Record of any protest
- Bid, Performance, Payment or other bond documents, if applicable
- Required insurance documents, if applicable
- Notice to proceed

Request for Proposals (RFP)

- Evidence of availability of funds (signed project authorization)
- Required internal approvals for award (signed project authorization)
- Method of Procurement Decision Matrix (Appendix A)
- Work scope/specifications. The solicitation must include a clear and accurate description of the recipient's technical requirements.
- Request for proposal, including evaluation criteria listed in order of importance
- Independent cost estimate (Appendix E), including supporting documentation (copies of ads, price lists, prior purchase orders, etc.)
- Advertisement and Solicitation (Appendix K), including evidence of publication
- Notice from MDOT: RFP approved/proceed with solicitation
- Fewer than 3 Offers Received Evaluation (Appendix G) if applicable. Include copies of any written communication.
- Price Analysis or Cost Analysis (Appendix H or I), including supporting documentation Responsibility Determination (Appendix J), including supporting documentation

- Proposal Tabulation (Appendix M), including supporting documentation
- Third-party contract including applicable Federal contract clauses*
- Notice of award
- Notice to unsuccessful bidders and record of any debriefing
- Record of any protest
- Bid, Performance, Payment or other bond documents, if applicable
- Required insurance documents, if applicable
- Notice to proceed

MiDEAL contracts for buses and vans (bid by MDOT)

- Evidence of availability of funds (signed project authorization)
- Required internal approvals for award (signed project authorization)
- Method of Procurement Decision Matrix (Appendix A)
- Verify project authorization Item description is for the correct type of revenue vehicle and chassis length
- If Local Purchase was specified in annual application, request authorization to change to MiDEAL purchase from your project manager
- Price Analysis for MiDEAL Purchases (Appendix N)
- Review current Guidelines for MiDEAL Purchasing Program (vehicles) Checklist for Purchase available on MDOT OPT's website
- Place order and proceed following the Guidelines for MiDEAL Purchasing Program (vehicles)
- For vehicle purchases, ensure the Vehicle Purchase Specification Certification is completed.

MiDEAL contracts for administrative vehicles, automobiles, equipment, office supplies, etc. (bid by DTMB)

- Evidence of availability of funds (signed project authorization)
- Required internal approvals for award (signed project authorization)
- Method of Procurement Decision Matrix (Appendix A)
- Independent Cost Estimate (Appendix E)
- Review MiDEAL Extended Purchasing Program description on DTMB MiDEAL website
- Verify product availability on DTMB website
- For non-vehicle procurements, have the vendor sign the Certification of Compliance with Federal Clauses (Appendix B) prior to purchase
- Price Analysis for MiDEAL Purchases (Appendix N)
- Place order
- For vehicle purchases, ensure the Vehicle Purchase Specification Certification is completed.

*If it is a construction project over \$2,000, copies of certified payrolls should be reviewed and obtained in compliance with the Davis-Bacon Act.

SIGNATURE	TITLE	DATE

INDEPENDENT COST ESTIMATE

(To be used for all procurements except micropurchases) Need
one form for each item being procured.

As required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4,
March 18, 2013, and all subsequent editions, as available on FTA's website, www.fta.dot.gov

AGENCY
City of Dowagiac

PROJECT AUTHORIZATION
2012-0076

ITEM BEING PROCURED
Operating services for transit system

COST ESTIMATE
\$43.93

Estimate was obtained using the following process:

- Published price list (e.g., catalogs).
- Past pricing. Previous purchase date for similar item: _____
- Engineering or technical estimate.
- Item is a standard commercial item sold in the open marketplace.
- Analysis of price components against current published standards, such as labor rate, cost per unit, etc.
- For buses only, State of Michigan order form or MiDeal
- Other (please describe) Used FY2015 budgeted of \$44.73 per vehicle hour as compared to
CCTA hourly rate of \$37.77 plus City admin & fuel costs of \$6.16 for a total hourly rate of \$43.93.

SIGNATURE

DATE

PRICE ANALYSIS

Use for all procurements except micropurchases, unless a cost analysis is required.

As required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA's website, www.fta.dot.gov

AGENCY City of Dowagiac	
ITEM BEING PROCURED Operating services for local transit system	PROJECT AUTHORIZATION 2012-0076

A price analysis is needed to determine if the offers you received are fair and reasonable. The most common way to make this determination is to compare the offers to your Independent Cost Estimate (ICE). You may need to conduct additional analysis if your ICE is not consistent with the offers received.

Step 1: Determine if the offered prices received are Fair and Reasonable by comparing to your Independent Cost Estimate (ICE)

Fill in the following matrix: (Your ICE should be the same as you submitted with your verification form.)

Independent Cost Estimate	Vendor A Offered Price	Vendor B Offered Price	Vendor C Offered Price	Vendor D Offered Price
44.73	43.93			

(Attach additional sheets if necessary)

If your ICE is consistent with the offered prices, proceed to Step 3. If not, complete Step 2 and Step 3. Sign and date this form and submit with your procurement documents.

Step 2: Determine if offer is fair and reasonable (complete either a or b below)

a. Explain how the above numbers show that the price is fair and reasonable

Vendor A offered price was compared with the FY 2014-15 budgeted rate of \$44.73 per vehicle hour (Table 1) and the proposed price was also compared to the budgeted per vehicle hour cost of several transit systems in southwest Michigan (Table 2).

b. If you cannot use your ICE to determine if the price is fair and reasonable, additional explanation is required. Please indicate how you determined the price is fair and reasonable. Some accepted forms of price analysis techniques discussed in the *Pricing Guide for FTA Grantees* are:

1. Prices set by law or regulation (e.g., utility rates);
2. Established catalog prices;
3. Comparison to previous purchases;
4. Current published standards;
5. Established market prices.

Please indicate your technique:

_____ Prices are set by law or regulation. These are considered fair and reasonable. Grantees should acquire a copy of the rate schedules set by the applicable law or regulation and provide a copy. Once these schedules are obtained, verify that they apply to your situation and that you are being charged the correct price. For utility contracts, this policy applies only to prices prescribed by an effective, independent regulatory body.

_____ Comparison with competing suppliers' prices or catalog pricing for the same item. (Provide documentation such as copies of the catalog pages, website screenshots, etc.) Established catalog prices require the following conditions:

- Established catalog prices exist.
- The items are commercial in nature.
- They are sold in substantial quantities.
- They are sold to the general public.

_____ Comparison of proposed pricing with historical pricing from previous purchases of the same item. Changes in quantity, quality, delivery schedules, the economy, and inclusion of non-recurring costs such as design, capital equipment, etc. can cause price variations. Each differing situation must be analyzed. Also ensure that the previous price was fair and reasonable. (Provide a copy of the previous purchase invoices or quotes.)

_____ Analysis of price components against current published standards, such as labor rates, dollars per pound, etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

_____ Established market prices are based on the same principle as catalog prices except there is no catalog. A market price is a current price established in the usual or ordinary course of business between buyers and sellers free to bargain. These prices must be verified by buyers and sellers who are independent of the offeror. If you cannot determine other commercial buyers and sellers, you may obtain this information from the offeror. (Provide documentation such as advertisements, catalog pages or invoices from other buyers and sellers.)

_____ Other (provide explanation):

Step 3: Negotiation – Required for A & E procurements and may be appropriate for other RFP procurements

For RFP procurements – were negotiations conducted with the selected vendor?

Yes No, If No, why not?

For all A & E and other RFP procurements that conducted negotiations, describe the negotiations that occurred.

NAME Rozanne H. Scherr		
SIGNATURE	TITLE Transportation Coordinator	DATE

Table 1

COST ANALYSIS - DOWAGIAC DAR

	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>Proposed</u>
DOWAGIAC DAR VEHICLE HOURS	4,352	4,498	4,534	4,498	4,500	4500
ANNUAL EXPENSE	\$197,892	\$197,142	\$192,258	\$204,182	\$201,264	\$195,848
COST PER VEHICLE HOUR	\$45.47	\$43.83	\$42.40	\$45.39	\$44.73	\$43.93
				budgeted	budgeted	includes 3rd party operator and local costs

Table 2

SOUTHWEST MICHIGAN
TRANSIT SYSTEMS

PER VEHICLE HOUR
RATE BASED ON FY 2015
BUDGETED EXPENSES

City of Dowagiac
Cost/Vehicle Hour
\$44.73 / vehicle hour
(fuel @ \$3.47 / gallon)

Cass County
Transportation Authority
\$58.15 /vehicle hour
(fuel @ \$3.48/gallon)

City of Buchanan
Cost/Vehicle Hour
\$56.47/vehicle hour
(fuel @ \$3.48/gallon)

City of Niles
Cost/Vehicle Hour
\$58.68/vehicle hour
(fuel @ \$3.37/gallon)

Van Buren County
\$50.57/vehicle hour
(fuel @ \$3.47/gallon)

Allegan County
\$58.84/vehicle hour
(fuel @ \$3.47/gallon)

Berrien County
\$59.70/vehicle hour
(fuel @ \$3.48 /gallon)

RESPONSIBILITY DETERMINATION
(To be used for procurements utilizing an IFB or RFP)

As required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA's website, www.fta.dot.gov

AGENCY			
City of Dowagiac			
ITEM BEING PROCURED		PROJECT AUTHORIZATION NO.	
Operating service for local transit system		2012-0076	
SUPPLIER			
Cass County Transportation Authority			
Bid Received on time	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Price in separate sealed envelope	<input type="checkbox"/> Yes <input type="checkbox"/> No
Clauses signed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Bid Security Received	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

For each of the areas described below, check that the appropriate research has been accomplished. Explain how you did the research and the rationale for your determination.

- Appropriate financial, equipment, facility, and personnel: Does the vendor have the expertise, equipment, etc. to fulfill the order and comply with the contract?
 Acceptable Not acceptable
Comments:
- Ability to meet the delivery schedule
 Acceptable Not acceptable
Comments:
- Satisfactory period of performance: Has the vendor demonstrated ability to do this type of job in the past?
 Acceptable Not acceptable
Comments:
- Satisfactory record of integrity, not on debarred or suspended listings (<https://www.sam.gov/portal/public/SAM/>)
 Acceptable Not acceptable
Comments:
- Receipt of all necessary data from supplier: Did vendor submit all requested information?
 Acceptable Not acceptable
Comments:

SIGNATURE	DATE
-----------	------

Comments:

November 11, 2014

Cass County Transportation Authority
Attn: Dennis Schuh, Transportation Coordinator
400 East State Street
Cassopolis, MI 49031

Dear Mr. Schuh:

1. The City of Dowagiac agrees to lease three buses, for the amount of \$1.00, to the Cass County Transportation Authority (CCTA) for the period of time beginning January 1, 2015 and ending September 30, 2017. The three buses are to be used in providing transportation services for the Dowagiac DART program. The three buses are identified as follows:

Bus #110	2008	Eldorado National	Light Duty - Cutaway	VIN # 1FD4E45P88DA59605
Bus #220	2008	Eldorado National	Light Duty - Cutaway	VIN # 1FDXE45S57DB08114
Bus #330	2008	Eldorado National	Light Duty - Cutaway	VIN # 1FD4E45P68DA59604

2. By addendum to this Lease the City can substitute a similar bus for any of these three buses.

3. The CCTA agrees to maintain the buses in good working order in conformance with the City of Dowagiac's Michigan Department of Transportation approved vehicle maintenance plan.

4. The City understands that the CCTA's requirement that the Contractor shall be responsible for all costs related to routine maintenance and repairs of vehicles subject to the \$1,500 deductible per related repair payable by the Contractor shall also apply to City vehicles operated and maintained under this Lease. All costs in excess of the \$1,500 deductible shall be the responsibility of the City.

5. The City shall arrange for installation of proper radio equipment and for the painting of necessary logos and telephone numbers on these and all replacement vehicles. The payment for such services shall be the responsibility of the City.

6. The CCTA shall carry, at a minimum, the following insurance:

a. Comprehensive General Liability Insurance and Motor Vehicle Liability Insurance – The CCTA is a member of the Michigan Transit Pool and shall provide comprehensive general liability insurance and motor vehicle liability insurance to the City for all services performed under this Agreement and for any other services performed by the CCTA at the City's written request, to the extent coverage is provided under the Memorandum of Liability Coverage for the Michigan Transit Pool – Liability Trust Fund (currently \$2,000,000

with \$3,000,000 supplemental coverage. Payment for such coverage shall be the responsibility of the CCTA. This coverage will be continued under this self-insurance pool subject to applicable terms and limits. The City will be named as an additional insured by written endorsement to all applicable insurance policies/contracts. Copies of all applicable policies/contracts and certificates of insurance for each such policy/contract identifying the City as an additional insured shall be supplied to the City prior to the delivery of any vehicles to CCTA and immediately upon any date of renewal or change of carrier(s). The certificate of insurance shall specify that in the event of cancellation, termination, nonrenewal or material change in coverage, the insurers will provide the City with written notice at least thirty (30) days prior to such event. If the CCTA fails to maintain in force the required insurance during the term of this Lease, the City may, at its sole discretion, obtain such insurance at its own expense and bill the costs of said insurance to CCTA, which such costs CCTA agrees to promptly pay or the City may terminate this Lease immediately upon nonpayment.

b. The CCTA shall provide comprehensive and collision coverage for the actual cash value of the City's equipment under terms of the Michigan Transit Pool – Direct Property Damage Trust Fund subject to deductible of \$2,000 per occurrence payable by the Contractor.

c. For insurance purposes the current value of all buses shall be determined by using Federal Transit Administration (FTA) depreciation guidelines of straight line depreciation spread over the FTA useful life of the bus.

7. The City, in its sole discretion with or without cause, may at any time terminate this Lease upon ninety (90) days written notification to the CCTA.

By your signature below, the CCTA agrees to the conditions set forth in this letter. Please execute this document and return it to my attention at your earliest convenience.

Sincerely,

Kevin P. Anderson
City Manager
City of Dowagiac

Donald D. Lyons, Chairman Date
Cass County Transportation Authority

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 3, 2014

SUBJECT: Dial-A-Ride 2015 Project Authorization

A resolution is on Monday's agenda to approve a project authorization for the 2012-0076 Master Agreement with the Michigan Department of Transportation (MDOT) relating to the fiscal year 2015 operating grant for the Dial-A-Ride operation. Attached is a memo from Rose Scherr, which further explains the project authorization.

RECOMMENDATION

Authorize the resolution to approve the Project Authorization agreement with the Michigan Department of Transportation (MDOT) relating to the fiscal year 2015 operating grant for the Dial-A-Ride operation.

Support Documents:

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

CITY OF DOWAGIAC
MEMO

TO: Kevin Anderson

FROM: Rozanne Scherr, HR Director/Assistant City Manager

DATE: November 3, 2014

RE: Dial-A-Ride 2015 Project Authorization

Attached are the original DART Project Authorizations dated September 23, 2014 for placement on Monday's agenda for City Council Approval. Formal approval of the Project Authorization is required under the 2012 – 0076 Master Agreement with the Michigan Department of Transportation (MDOT) relating to the fiscal year 2015 operating grant for the Dial-A-Ride Transit operation. The project authorization agreement is for the administration of the City's annual Federal operating assistance grant. Under terms of this Project Authorization, Federal operating assistance will be in the amount of \$17,872 for fiscal year 2015. This amount represents partial payment. As in past years, we expect amendments throughout the fiscal year because of ongoing appropriation amendments at the federal and state levels.

RECOMMENDATION

I recommend Council approve the Project Authorization agreement with the Michigan Department of Transportation (MDOT) relating to the fiscal year 2015 operating grant for the Dial-A-Ride operation.

Resolution #2
November 10, 2014

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

WHEREAS, pursuant to a grant agreement between the Michigan Department of Transportation and the City of Dowagiac it is necessary for the City of Dowagiac to enter into an annual project authorization agreement for its local transportation program for the fiscal year 2015 in order to receive State and Federal financial assistance under provision of Act 51.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize the Transportation Coordinator Rozanne Scherr to execute a Project Authorization, FY 2015 Section 5311 Operating, attached hereto and by reference made a part hereof, as required to receive financial assistance from the Michigan Department of Transportation, in accordance with Act 51, and;

BE IT FURTHER RESOLVED that, for all public transportation matters, the Transportation Coordinator shall provide such information as deemed necessary by the State Transportation Commission or Department for its administration of Act 51 for fiscal year 2015.

ADOPTED/REJECTED

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 7, 2014

SUBJECT: Michigan Public Transit Association (MPTA) Agreement for Rural Transit Assistance Program (RTAP) Third Party Contract

A resolution is on Monday's agenda to approve a three (3) year Agreement between the City of Dowagiac and the Michigan Public Transit Association (MPTA) for the purpose of making Rural Transit Assistance Program (RTAP) funds available to the City's Dial-A-Ride Transit.

RTAP is a federal program administered by MPTA, which provides funding for various eligible training opportunities for rural agencies that receive FTA Section 5310 or 5311 funds. The City is eligible for up to \$4,500 for FY 2014-15 to cover the costs of eligible training activities and equipment and/or technical assistance and research activities that promote or benefit rural public transportation.

Under the terms of the Agreement, eligible reimbursements include the following:

- Training/registration materials for transit related workshops, conferences and seminars.
- Eligible travel, meal and lodging expenses (capped at specific amounts).
- Capital training aids such as television, DVD player, video camera, overhead or LCD projector.
- Training manuals, books, CD's or DVD's used for training purposes.

RTAP grant funds will provide an avenue for payment of eligible training and equipment costs that otherwise would be denied due to budget restrictions.

RECOMMENDATION

Approve the (3) year Agreement with the Michigan Public Transit Association (MPTA) for the purpose of a Third Party Contract for Rural Transit Assistance Program (RTAP) funds for the City's Dial-A-Ride Transit operation.

Support Documents:

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

CITY OF DOWAGIAC

Interdepartmental Memo

TO: Kevin Anderson, City Manager **FROM:** Rozanne Scherr, Transit Coordinator

RE: Rural Transit Assistance Program (RTAP) **DATE:** November 3, 2014

Attached you will find all necessary information for the Rural Transit Assistance Program (RTAP) Third Party Contract with the Michigan Public Transit Association (MPTA). This RTAP Third Party Agreement is once again for a three (3) year period beginning October 1, 2014 through September 30, 2017.

The available grant amount for FY 2015 (October 1, 2014 – September 30, 2015) is \$4,500. Funding for Fiscal Years 2016 and 2017 will be determined by the Michigan Department of Transportation based upon continued receipt of federal funding.

Please place the RTAP Third Party Contract on the next City Council agenda for their consideration as reimbursements cannot be made until a contract is on file at MPTA. Please return the original signed contracts (2) to my attention for forwarding to MPTA for their execution.

Should you have any questions or comments please do not hesitate to contact me.

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

WHEREAS, the City of Dowagiac operates a Dial-A-Ride Transportation System, and;

WHEREAS, the City desires to enter into a three (3) year Agreement with the Michigan Public Transit Association for the provision of grant funding from the federal Rural Transit Assistance Program (RTAP) through a Third Party Contract, and;

WHEREAS, approval of this Agreement will provide a source for federal grant funding of up to \$4,500 for FY 2014-15 for eligible training, equipment, and technical assistance and research activities for Dial-A-Ride Transit operations.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve and enter into a three (3) year Agreement with the Michigan Public Transit Association for the provision of grant funding through the federal Rural Transit Assistance Program (RTAP) Third Party Contract for its Dial-A-Ride Transit System.

BE IT FURTHER RESOLVED that Transportation Coordinator Rozanne Scherr is hereby authorized and directed to act as signatory for execution of same.

ADOPTED/REJECTED

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: 11-7-2014

SUBJECT: Wayfinding Sign Project

The purpose of the wayfinding sign project is to guide residents and visitors to points of interest throughout the City - providing concise, beautiful fixtures that provide a service and add to the aesthetics of the community.

This is a project that has been under design and review for the past year and the project now has been bid. Initial estimates were nearly \$70,000. However, several design revisions and competitive bidding have greatly reduced the amount necessary to complete this project.

Attached you will find the bid tabs for the project. I am recommending accepting the 2nd lowest bidder on the project because the low bid does not comply with the specifications. The low bidder did not include an internal structural steel post that will provide strength to the pole and a composite material for the sign instead of aluminum that was specified. The recommended bid is Valley City Signs in the amount of \$44,054.

If you have questions regarding this matter please feel free to contact me.

RECOMMENDATION

Approve a resolution authorizing the purchase and installation of wayfinding signs to Valley City Signs in the amount of \$44,054.

Support Documents:

Cover Memo-City Mgr.
Resolution

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

WHEREAS, the City of Dowagiac wants to provide clear directions to motorists traveling to
and through the city; and

WHEREAS, staff has been working with consultants and MDOT to make sure that appropriate
signage is placed at appropriate intersections; and

WHEREAS, the City of Dowagiac that solicited and received multiple bids for this project.

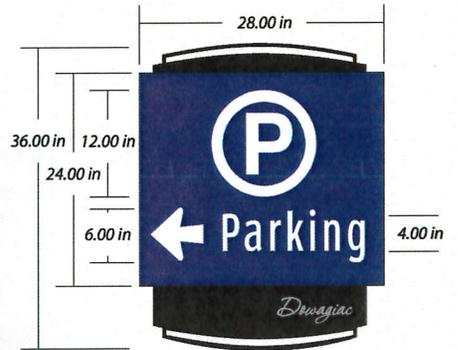
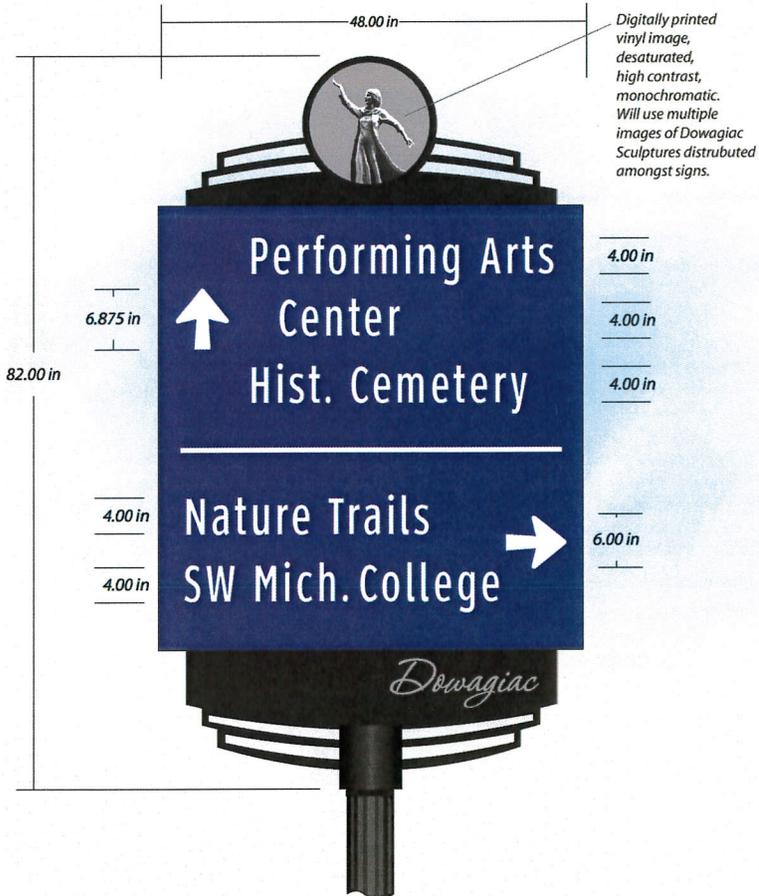
NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Dowagiac City Council authorizes
the city manager to enter into an agreement with Valley City Signs in the amount
of \$44,054 to build and install Wayfaring signs subject to the receipt of permits
from MDOT.

ADOPTED/REJECTED

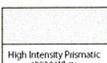
REQUEST FOR QUOTES
City of Dowagiac Wayfinding Signs Project
Quotes Due: 11:00 AM, Tuesday, October 21, 2014

QTY	ITEM #	SIGN #	DESCRIPTION	Geograph		Universal		Valley City		Graph-X	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
2	PANEL	13 & 14	36" x 28" x .100" Single face aluminum panels Routed aluminum shape with accent base Paint one (1x) color Vinyl four (4x) colors Band-it extrusion or angle bracket Mounting to 1x new 2" x 2" post and 1x existing post PARKING with right and left arrow	690	1380	750	1440	392	784	425	850
4	PANEL	1, 2, 4.5 & 5	74" x 48" x .1875" Sets of aluminum panels Routed to shape and mounted back to back on new posts Digitally printed art on front and back panels Back panels to have 3/4" wall custom frame (separate cabinet) Paint one (1x) color Vinyl three (3x) colors + digital print Band-it extrusion or angle bracking on the back Various copy - wayfinding directional signs	1712	6848	1792	7168	1448	5792	1044	4176
8	PANEL	3, 4, 6, 7, 8, 9, 10, 11	90" x 48" x .1875" Sets of aluminum panels Routed to shape and mounted back to back on new posts Digitally printed art on front and back panels Back panels to have 3/4" wall custom frame (separate cabinet) Paint one (1x) color Vinyl three (3x) colors + digital print Band-it extrusion or angle bracking on the back Various copy - wayfinding directional signs	1825	14600	1948	15584	1602	12816	1112	8896
12	CUSTOM SIGN		40" x 30" Custom framing system mounting to the back of wayfinding panels 3/4" Wall frame Frames to be 3-sided with top open for banner insertion Can hold up to 4mm thick Coroplast panels	498	5976	872	10464	236	2832	135	1620
12	MISCELLANEOUS		4" Round fluted sign post 156" Long with internal steel support Series 500 decorative base Holder rings for sign panels Break-safe break away system	1190	14280	1076	12912	1077	12924	777	9324
1	INSTALLATION		Installation of foundation, break aways, post and sign panel mounting Include travel and overnights	18242	18242	8900	8900	8256	8256	2300	2300
1	ADMINISTRATION FEE		Fees for obtaining permits	1800	1800	150	150	150	150	75	75
SUBTOTAL				25957	63126		56618		43554		27241
PERMITS								500	500		
GRAND TOTAL									44054		

NOTES: Permit costs will be added if applicable. Installation costs based upon normal conditions.



- CONSTRUCTION:**
- .125" aluminum panel
 - Painted MAP Black
 - Applied 3M vinyl graphics
 - Clearview Highway 1-W MDOT font

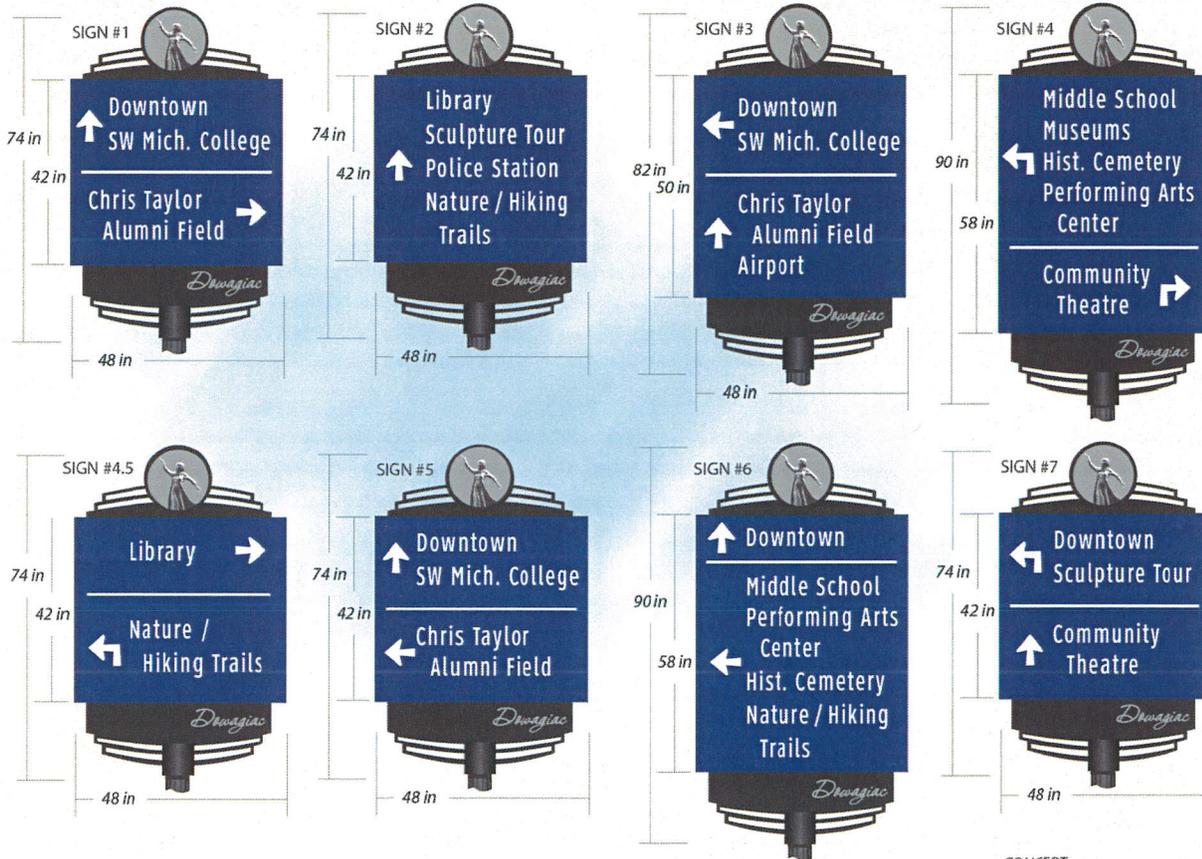
CONCEPT

DRAWING #150,705D-5

SCALE: 3/4" = 1'-0"

TYPICAL COMMUNITY WAYFINDING SIGNS

PROJECT: CITY OF DOWAGIAC	
PHOTOSCAN (S): No	DESIGNER: SV
DATE: 8.13.14	REVISIONS: SV(4)
HOURS: 5.0 +2.5+1.0+.25+.25	SALES: 42 (MC)



CONCEPT

DRAWING #150,705A-5

SCALE: 3/8" = 1'-0"

TYPICAL COMMUNITY WAYFINDING SIGNS

PROJECT: **CITY OF DOWAGIAC**

PHOTOSCAN (S): No	DESIGNER: SV
DATE: 12.26.13	REVISIONS: SV
HOURS: 5.0 +2.5	SALES: 42 (MC)

VALLEY CITY SIGN
 An Employee Owned Company

5009 West River Drive · Cornstock Park, MI 49521 · Ph 616.784.5711 · Fax 616.784.8280 · www.valleycitysign.com

The designs, details and plans represented herein are the property of Valley City Sign, specifically developed for your personal use in connection with the project being planned for you by Valley City Sign. They are not to be shown to anyone outside of your organization, nor are they to be used, reproduced, exhibited or copied in any fashion whatsoever. All or any part of these designs (except registered trademarks) remain the property of Valley City Sign. Colors represented are being viewed by various web browsers, computer monitors and printers, therefore an exact representation of colors shown cannot be guaranteed via these methods. For true color matching, please request a material sample.

Top locking bracket, to be removed to install poster and then reattached to lock poster in.

Tumb screws to be used for ease of changing.

MOUNTING:

- Decorative finials
- 4" fluted aluminum post
- Decorative cast aluminum post base
- Sign brackets for single and double mounting panels
- Fabricated aluminum "picture" frame sign holder (top loading) to hold printed coroplast sign boards (corrugated plastic sheets)

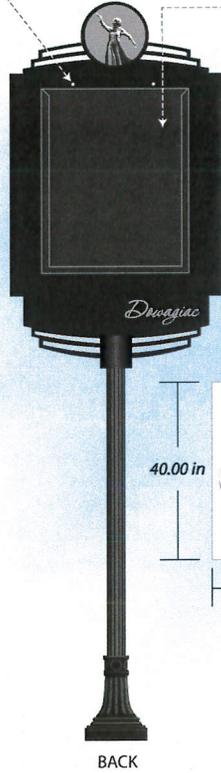
- MOUNTING:**
- 2" x 2" aluminum tube post
 - Painted MAP Black



FRONT

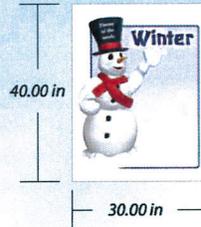


SIDE



BACK

Typical



FRONT



SIDE



MAP Black

CONCEPT

DRAWING #150,705D-5

SCALE: 3/8" = 1'-0"

TYPICAL COMMUNITY WAYFINDING SIGNS

PROJECT: **CITY OF DOWAGIAC**

PHOTOSCAN (S): **No** DESIGNER: **SV**

DATE: **8.13.14** REVISIONS: **SV(4)**

HOURS: **5.0+2.5+1.0+.25+.25** SALES: **42 (MC)**



move south a bit
S. out Cleveland

Map 1

Sign 1

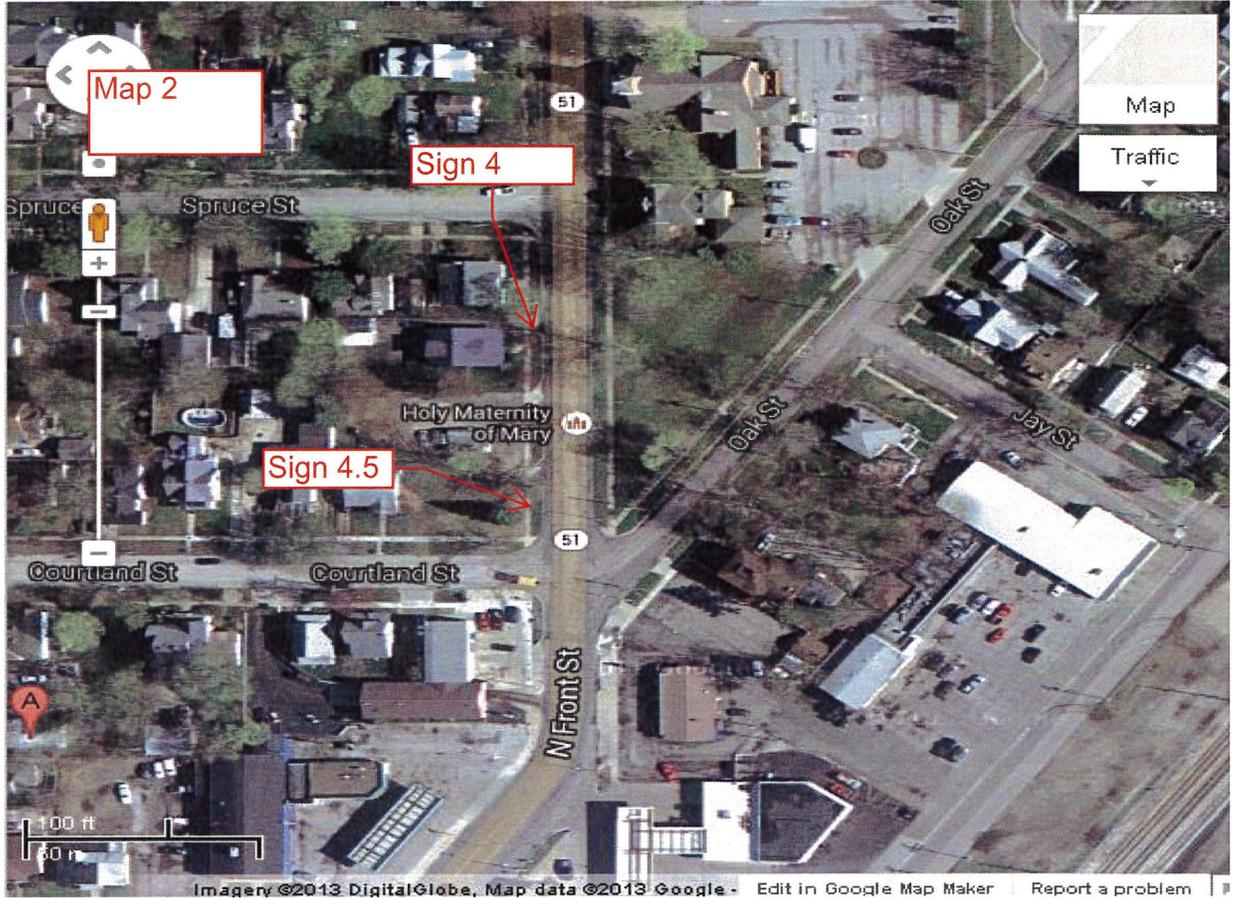
Sign 3

Sign 2

Miss dig



N



Branches



old middle school
sign comes down



Map 4

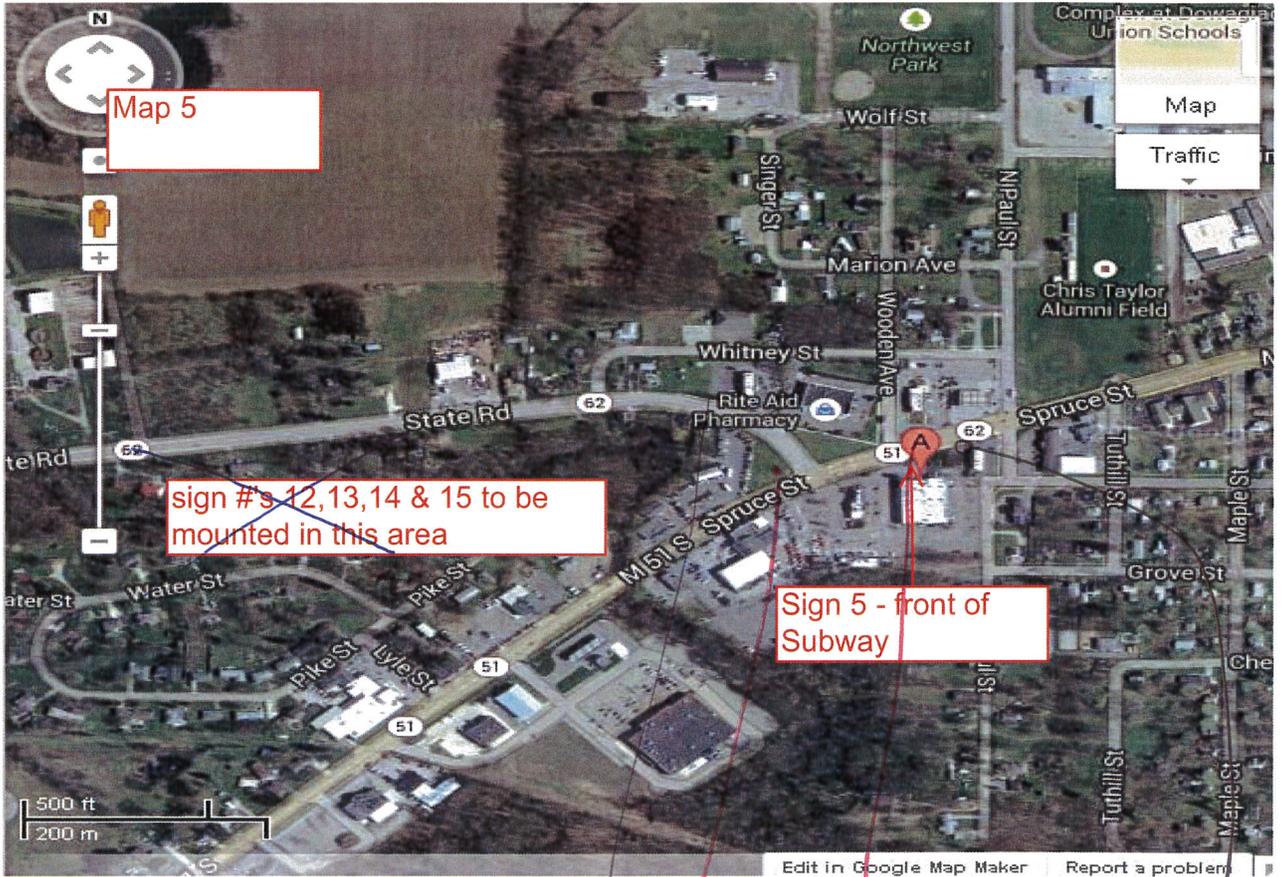
Sign 8

Sign 9

Sign 10 - behind China Garden

✓ tight good location





Map 5

sign #'s 12, 13, 14 & 15 to be mounted in this area

Sign 5 - front of Subway

*

~~Consolidated
12 13 14 5~~

~~Do
Towns~~

Comm. Act.
Alt
Facility
Simultaneous

Downtown

feature
attractions
points of interest

City limit sign

@ Little C Sign
⊕ Airport

Drive of Lil Ceasar

better spot?

Where is
City limit on 62?
o m51

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 7, 2014

SUBJECT: Russom Park Ponds Change Order

The intent of the original design of the storm water detention ponds at Russom Park was for the water to drain and percolate within 24 hours of most storm events. However, the ponds as built have not functioned within those parameters. There are a number of reasons for this including the rising water table during this wetter than normal year.

There are two options that have been reviewed; fencing the ponds and reconfiguring the ponds. Fencing costs are estimated to be \$15,000 and will increase the cost to maintain the park. Weed removal along fencing will regularly be necessary. Fencing would not be eligible for grant reimbursement.

Wightman & Associates was hired to review reconfiguration options and are recommending raising the bottom of the northern ponds and increasing the capacity of the southern pond. This combination of efforts should resolve standing water issues. The cost for this project is estimated to be \$25,000-\$30,000 and is eligible for grant reimbursement. There is slightly more than \$17,000 remaining in the grant that could be applied to this project.

It is staff's recommendation that the ponds be reconfigured. Grant funding will make the cost of the two projects about the same and the long term maintenance costs should be less under this option.

If you have questions regarding this matter please feel free to contact me.

RECOMMENDATION

Authorize the City Manager to proceed with the reconfiguration of storm water detention ponds at Russom Park.

Support Documents:
Cover Memo-City Mgr.
Resolution

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

WHEREAS, Russom Park is a highly used park and the City of Dowagiac desires to reduce the amount of time storm water is detained near athletic fields in this park; and

WHEREAS, the City of Dowagiac has retained a qualified engineering firm, Wightman and Associates, to study and advise on this matter; and

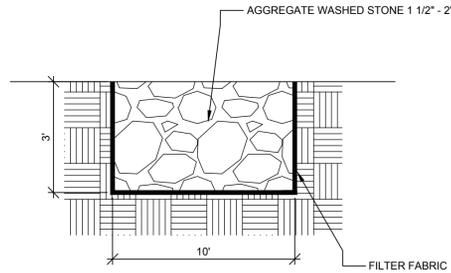
WHEREAS, options have been reviewed and grant funds are available through a change order to assist in the cost.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Dowagiac City Council authorizes the City Manager to proceed with the change order for reconfiguration of storm water detention ponds in Russom Park per the design prepared by Wightman and Associates.

ADOPTED/REJECTED

SOIL BORINGS

SB #1	SURFACE ELEV. = 742.88	SB #2	SURFACE ELEV. = 742.85	SB #3	SURFACE ELEV. = 741.34
0 - 14"	TOPSOIL (SANDY CLAY LOAM)	0 - 15"	TOPSOIL (SANDY CLAY LOAM)	0 - 9"	TOPSOIL (SANDY CLAY LOAM)
14" - 26"	LOAMY SAND	15" - 30"	LOAMY SAND	9" - 19"	LOAMY SAND
26" - 54"	SAND	30" - 53"	SAND	19" - 32"	SAND
54" - 58"	DAMP SAND	53" - 72"	SAND WITH A TRACE OF MOTTLING	32" - 60"	SAND WITH MOTTLING FROM 48"
58" - 68"	DAMP SAND WITH MOTTLING PRESENT	72" - 78"	DAMP SAND	60" - 80"	SAND
68" - 78"	WET SAND	78" - 96"	DAMP SAND	80" - 112"	SAND
CAVES IN AT 78"		96" - 104" DAMP SAND		CAVES IN AT 112"	
WATER SITS AT 60" - ELEV. = 737.88		104" WET SAND		WATER SITS AT 92" - ELEV. = 733.68	
		CAVES IN AT 104"			
		WATER SITS AT 104" - ELEV. = 734.19			



STONE INFILTRATION TRENCH

GENERAL NOTES

THE "2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND "STANDARD PLANS" BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) ARE HEREBY INCORPORATED INTO THESE CONTRACT DOCUMENTS. COPIES OF THESE STANDARDS ARE AVAILABLE FOR INSPECTION AT THE OFFICE OF THE ENGINEER.

ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT THE TIME OF CONSTRUCTION.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND/OR PLANS PREPARED BY OTHERS. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.

FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53 1974, THE CONTRACTOR SHALL CONTACT "MISS DIG" AT 811, A MINIMUM OF 72 HOURS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS, PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.

THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK AND SHALL CONDUCT HIS OPERATIONS IN A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY TO NOTIFY THEM THAT WORK IS COMMENCING.

THE SOIL BORINGS WERE TAKEN BY WIGHTMAN ENVIRONMENTAL, INC. 4050 KING DR., SODUS, MI 49126 ON 10/07/2014.

THE TEST BORINGS REPRESENT POINT INFORMATION AND MAY NOT HAVE ENCOUNTERED ALL THE TYPES AND MATERIALS WHICH ARE PRESENT AT THE SITE. THESE BORING LOGS DO NOT CONSTITUTE A GUARANTEE OF THE SOIL OR GROUNDWATER CONDITIONS, OR THAT THE TEST BORINGS ARE AN EXACT REPRESENTATION OF THE SOIL OR GROUNDWATER CONDITIONS AT ALL POINTS ON THE SITE.

ALL SCALES FOR DRAWINGS AND DETAILS ARE BASED ON 24"x36" PRINTED PLANS. DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.

ALL PROPOSED 2' DIA. DRAINAGE STRUCTURES WILL BE INLETS OR MANHOLES (NO SUMP). BOTTOM DETAIL SHALL BE PER SECTION A-A, TYPICAL MANHOLE AS SHOWN ON MDOT STANDARD PLAN R-1 SERIES, AND SHALL BE INCLUDED IN THE RESPECTIVE DRAINAGE STRUCTURE ITEMS. DRAINAGE STRUCTURES MAY BE NYLOPLAST.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS INCLUDING PERMIT COSTS, TAP FEES, METER DEPOSITS, BONDS, INSPECTIONS AND ALL FEES REQUIRED FOR PROPOSED WORK TO OBTAIN OCCUPANCY. THE CONTRACTOR SHALL MAKE ALL PERMANENT UTILITY APPLICATIONS AND SHALL BE RESPONSIBLE FOR ALL APPLICABLE FEES AND UTILITY SERVICE INSTALLATION FEES. THIS INCLUDES BUT IS NOT LIMITED TO PRIMARY AND SECONDARY ELECTRICAL SERVICES, PERTAINING TO SUCH, ON BEHALF OF THE OWNER.

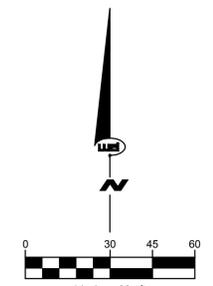
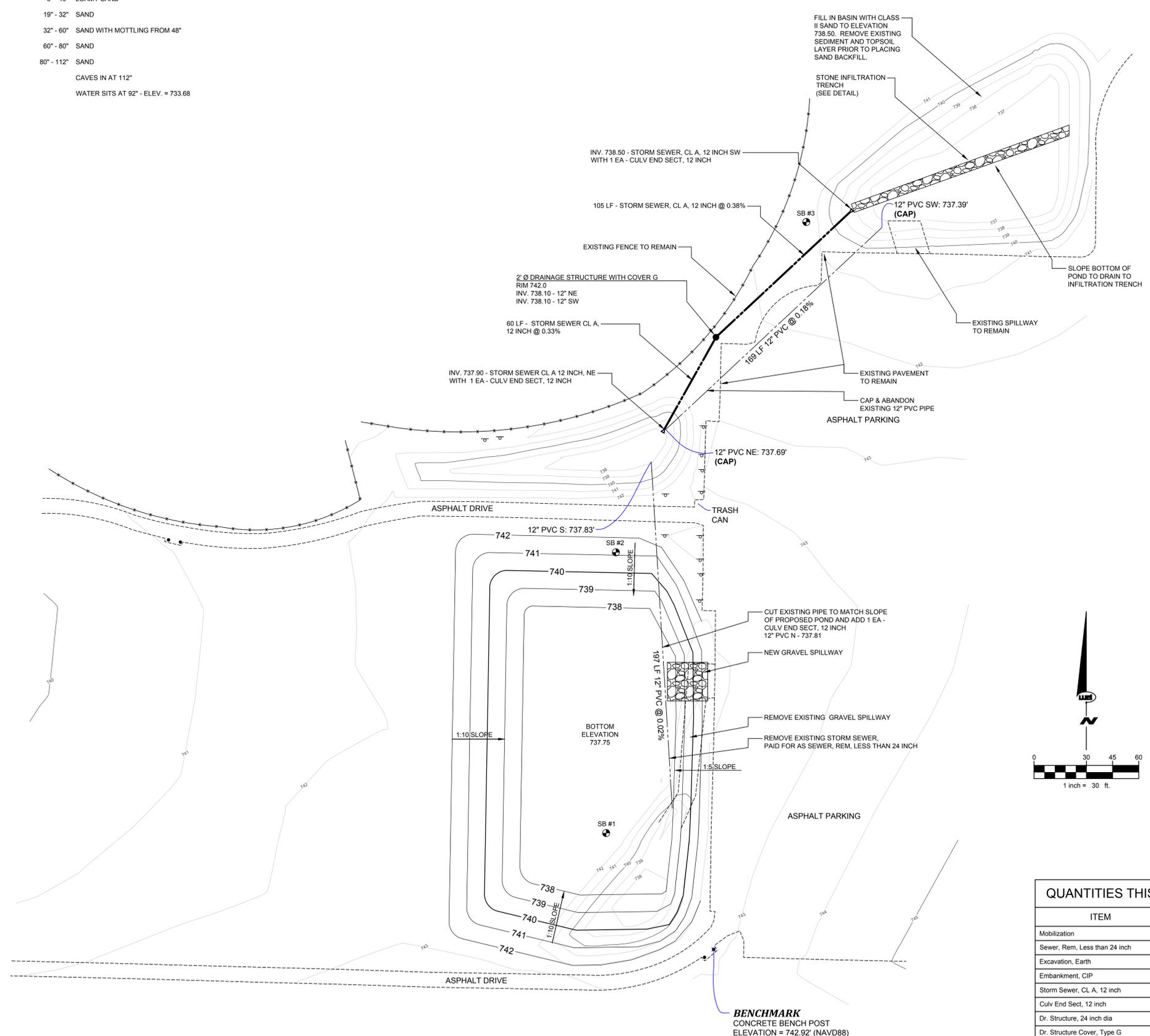
PROJECT NOTES

THE PAY ITEM EXCAVATION, EARTH INCLUDES ALL PUMPING NECESSARY TO DRAIN AND WORK IN THE BASINS; THE REMOVAL OF ALL SEDIMENTS AND TOPSOIL, EARTHWORK AND SPOILS, AND OTHER OPERATIONS NECESSARY TO DEVELOP THE DESIRED BASINS; CUTTING AND CAPPING OF EXISTING LEVELING PIPES; AND SCARIFYING THE BOTTOMS OF ALL EXISTING BASINS TO A DEPTH OF 6". THE CITY HAS A DISPOSAL SITE AVAILABLE FOR EXCESS SPOILS. REMOVAL AND HAULING COSTS SHALL BE INCLUDED IN THE EXCAVATION, EARTH ITEM.

THE PAY ITEM RIP RAP, PLAIN INCLUDES REMOVAL AND REINSTALLATION OF EXISTING RIP RAP MATERIAL AND WILL BE PAID FOR BY THE SQUARE YARD OF NEW RIP RAP AREA INDICATED ON THE PLAN.

THE PAY ITEM INFILTRATION TRENCH INCLUDES EXCAVATING THE SECTION OF THE TRENCH; DISPOSAL OF SPOILS; GEOTEXTILE, SEPARATOR; AND AGGREGATE, WASHED STONE, 1 1/2" - 2" PER THE CROSS SECTION AND WILL BE PAID FOR BY THE LINEAR FOOT.

THE PAY ITEM RESTORATION INCLUDES RESTORING ALL DISTURBED AREAS, AND SHALL INCLUDE TOPSOIL SURFACE, SALV. 4", (TOPSOIL SURFACE, SALV. 2" FOR BASIN BOTTOMS) MDOT SEED MIXTURE TUF (220#/ACRE); FERTILIZER, CHEMICAL NUTRIENT, CL A (176#/ACRE); AND MULCH AND WILL BE PAID FOR BY THE SQUARE YARD.



QUANTITIES THIS SHEET

ITEM	QTY.
Mobilization	1 LS
Sewer, Rem, Less than 24 inch	100 LF
Excavation, Earth	3,900 CYD
Embankment, CIP	450 CYD
Storm Sewer, CL A, 12 inch	165 LF
Culv End Sect, 12 inch	3 EA
Dr. Structure, 24 inch dia	1 EA
Dr. Structure Cover, Type G	1 EA
Rip Rap, Plain	70 SYD
Infiltration Trench	150 LF
Restoration	7,500 SYD
Mulch Blanket	2,000 SYD
Construction Staking	1 LS

SITE PLAN

140586-01
OF 1

WIGHTMAN & ASSOCIATES, INC.
ENGINEERING
SURVEYING
ARCHITECTURE
2303 Pipestone Road
Benton Harbor, MI 49022
Phone: (269) 927-0100
9835 Portage Road
Portage, MI 49002
Phone: (269) 327-3532
264 Western Avenue
Alegan, MI 49010
Phone: (269) 673-8465
www.wightman-assoc.com

PROJECT NAME:
RUSSOM FIELD DRAINAGE REVIEW

CITY OF DOWAGIAC
241 S. FRONT STREET
DOWAGIAC, MI 49047

01 11/06/2014
ISSUED FOR BID SCC
00 10/24/2014
ISSUED FOR REVIEW SCC

REVISIONS

DATE: OCTOBER 2014
SCALE: 1" = 30'

Councilmember _____ offered and moved the adoption of the following resolution;

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 #1 for the period ending 10/09/14:

Invoices (Sept)	\$57,637.59
Invoices (Oct)	\$177,081.52
Payroll for Period Ending	<u>\$205,846.78</u>
Total	\$440,565.89

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

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$234,719.11	\$205,846.78	\$440,565.89

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk

Vendor		Description	Amount
CONESTOGA-ROVERS & ASSOCIATES	503327	NUBOUR LANDFILL INTERIM OPERATION, MTCE	1,578.75
CONESTOGA-ROVERS & ASSOCIATES	503328	NUBOUR LANDFILL INTERIM OPERATION, MTCE,	5,474.90
FLEIS & VANDENBRINK ENGINEERING INC	38762	WWTP DESIGN - PROF SERVICES	13,614.70
FLEIS & VANDENBRINK ENGINEERING INC	38425	WWTP DESIGN	35,846.08
LOUNSBURY EXCAVATING, INC	13227-RET	RUSSOM PLAYGROUND	1,090.00
SEMCO ENERGY GAS COMPANY	0148809.501	GAS UTILITY - FD	33.16
		Total:	57,637.59

Vendor		Description	Amount
ABSOPURE WATER COMPANY	83362886	BOTTLED WATER - 26461 NUBOUR	64.50
ABSOPURE WATER COMPANY	83362887	BOTTLED WATER/DEPOSIT - 26688 NUBOUR	30.00
ABSOPURE WATER COMPANY	83394812	BTL WATER/DEPOSITS	40.25
ACCOUNTING CONSULTANTS, PC	10/15/14	CONSULTING SVC THROUGH OCTOBER 15TH,	1,935.00
AIRGAS GREAT LAKES	9032815329	WELDING SUPPLIES	184.85
ALERT-ALL CORP	214100211	FIRE PREVENTION MATERIALS	379.00
AMERICAN ELECTRIC POWER	048-197-857-0-2	ST LIGHTS - MARCELLUS HWY	10.23
AMERIGAS - HARTFORD 5254	3033674839	PROPANE - PARKS SHOP	303.98
AMY COPE	11/03/14	AWARD AMOUNT	75.00
ANDERSON JR, LEON C (ANDY)	11/04/14	ELECTION SERVICE 11/04/14	191.25
BELL, VICKY	11/04/14	ELECTION SERVICE 11/04/14	191.25
BRADFORD, JARRID	287248950627	CELL PHONE REIMBURSEMENT	60.00
BROWN, EVELYN	11/04/14	ELECTION SERVICE11/04/14	187.50
BURLING, CHARLES	11/06/14	TRAVEL EXPENSES - REIMBURSEMENT	574.92
CAGNEY, MARY	11/04/14	ELECTION SERVICE 11/04/14	191.25
CAGNEY, THOMAS	11/04/14	ELECTION SERVICE 11/04/14	191.25
CHENNAULT, THURMAN	11/04/14	ELECTION SERVICE 11/04/14	193.75
CHET NICHOLS, INC	513923	#15 - NEW BATTERY	88.95
CINTAS LOCATION #336	01904	MATS & UNIFORMS	526.50
CINTAS LOCATION #336	05625	MATS	175.73
CINTAS LOCATION #336	07833	MATS & UNIFORMS	538.80
CITY AUTO & TIRE	11/06/14	#102 - FRONT PLOW GUARD	146.00
COFFEY, ROBIN	11/06/14	MILEAGE REIMBURSEMENT	8.96
COMCAST	8771 40 238	CITY HALL - INTERNET SERVICE	132.31
CORNEL MARSH	11/4/14	AWARD AMOUNT	750.00
CREATIVE VINYL SIGNS	27796	GRAND OPENING BANNER	25.00
CREATIVE VINYL SIGNS	27786	BRUSH ALUMINUM LETTERS FOR JAMES SNOW	1,760.25
CREDITORS SERVICE BUREAU	007082	COLLECTION BUREAU FEES	26.40
DOROTHY GLASS	11/05/14	OVERPAYMENT OF FOUNDATION (CEMETERY)	64.00
DOUBLEDAY OFFICE PRODUCTS, INC	157692I	NEW MOP BUCKET	93.79
DOUBLEDAY OFFICE PRODUCTS, INC	157421	FOAM BOARD FOR EXHIBITS	39.99
DOUBLEDAY OFFICE PRODUCTS, INC	157440I	LABLES/FOLDERS/PENS	125.65
ELMER'S LOCKSMITH	6837	LOCK REPAIR	89.00
ETNA SUPPLY	S101218682.002	DUCTILE IRON PIPE - HYDRANT REPAIRS	128.45
FARM N GARDEN, INC	147856	POST CAPS/PICKETS WITH SCREWS	201.89
FIA CARD SERVICES	10/24/14	FINANCE CHARGES	76.52
FRONTIER	23118907970401035	PHONE SERVICE 9/20 - 10/19	1,840.86
GINGER VALLEY FARMS, INC	1634 /2	6 WHITE CEDARS - W HIGH & MAIN ALLEY	249.90
GRAPHIC CONTROLS, LLC	LP6585	CHLORINE SYSTEM CHARTS	137.10
HAAS ALARMS AND SERVICE, INC	062295	ALARM MONITORING - 302 S FRONT ST	56.61
HAAS ALARMS AND SERVICE, INC	062304	AC ADAPTER - CEMETERY SHOP	27.54
HAAS ALARMS AND SERVICE, INC	062307	NEW ALARMS FOR CHLORINE SYSTEM	190.00
HAGGIN FORD & MERCURY INC	47455	FUEL CAP MISSING - DART #220	20.56
HAGGIN FORD & MERCURY INC	47474	#9 - FUSE/CIRCUIT BREAKER	3.80
HALE'S HARDWARE, INC	C92563	PAINT WTP PUMPS	15.30
HALE'S HARDWARE, INC	C92244	HWY GARAGE - DOOR HASP	6.30
HALE'S HARDWARE, INC	C92196	#103 - SALT BOX SPRINGS & TIES	15.59
HALE'S HARDWARE, INC	C92198	EXCHANGE FASTENERS	(1.00)
HALE'S HARDWARE, INC	C92461	COMM NAILS (ASPHALT FORMS)	9.69

Vendor		Description	Amount
HALE'S HARDWARE, INC	D63811	ZIP TIES - EVIDENCE	12.60
HALE'S HARDWARE, INC	1009755	RECHARGEABLE BATTERIES FOR CAMERA	17.99
HALE'S HARDWARE, INC	D64531	BATTERY CHARGER AND PAINT	85.91
HALE'S HARDWARE, INC	C92037	OP SUPPLIES/BLDG & EQ MTCE - FD	63.95
HALE'S HARDWARE, INC	C92901	PAINT (CROSSWALKS)	18.89
HALE'S HARDWARE, INC	C93182	SPRAYER - #155	27.15
HALE'S HARDWARE, INC	D65744	SHIP COMPUTER PARTS	27.47
HALE'S HARDWARE, INC	D65650	ADHES STRIP	8.72
HANSON BEVERAGE SERVICE	050003	LABORATORY WATER	40.50
HARDIN, R WAYNE	11/03/14	OCTOBER 2014 BUILDING INSPECTIONS	7,001.20
HARDING'S MARKET, INC	11/03/14	SUPPLIES	35.96
HARNDEN, SHARON	11/04/14	ELECTION SERVICE 11/04/14	203.75
HERALD-PALLADIUM	0009128	YEARLY SUBSCRIPTION	282.50
HERITAGE CRYSTAL CLEAN, LLC	13167955	PARTS CLEANER	277.79
HISTORIAL SOCIETY OF MICHIGAN	9/04/14	ANNUAL DUES	65.00
IBEX INSURANCE AGENCY	36155141	HEALTH INSURANCE PREMIUM 11/1/14 -	47,366.46
INTERNET BUSINESS SOLUTIONS, INC.	14992	MONTHLY WEBSITE MTCE	39.95
JESSUP, PAT	11/04/14	ELECTION 11/04/14	181.25
JOHN & CURT'S BRAKE & ALIGNMENT	10/30/14	#07 4X4 FRONT END ALIGN	40.00
JOHN & CURT'S BRAKE & ALIGNMENT	10/16/14	TIE RODS/BALL JOINTS PD VEH #6002	382.20
JORDAN, DONNA	11/04/14	ELECTION SERVICE 11/04/14	203.75
JUDD LUMBER COMPANY, INC	1410-623002	CEMENT - BALLARDS FOR ALLEY	34.83
JUDD LUMBER COMPANY, INC	1410-625456	ROTARY HAMMER - FRONT & MAIN	35.00
JUDD LUMBER COMPANY, INC	1410-625815	SAND - FRONT & MAIN CROSSWALKS	24.87
JUDD LUMBER COMPANY, INC	1410-625244	GRAVEL MIX CEMENT - 217 E HIGH ST	7.74
JUDD LUMBER COMPANY, INC	1410-625224	GRAVEL MIX CEMENT - 217 E HIGH ST.	38.70
JUDD LUMBER COMPANY, INC	1410-625910	FLOOR REPAIR - PUMPHOUSE	11.61
KARASEK, MARY	11/04/14	ELECTION SERVICE 11/04/14	191.25
KOONTZ-WAGNER CONST SERVICES LLC	126568-22	CREW SUPERVISION 9/14 - 10/21	568.00
LAKE MICHIGAN MAILERS, INC	312657	POSTAGE	5,000.00
LAYLIN WELDING, INC	98295	MTL FOR SALT BOX MOUNT - #103	53.00
LEADER PUBLICATIONS, INC	103583	MISC PUBLICATIONS	372.55
MCDONALD UNDERGROUND	394	DIRECTIONAL BORE - WATER SVC 435 COLBY	1,000.00
MI ASSOCIATION CHIEFS OF POLICE	10/30/14	MEMBERSHIP DUES - GRINNEWALD	115.00
MI COMMUNITY ACTION AGENCY ASSOC	11/01/14	EU-MONTHLY PYMT ALLOCATION-11/14	11,408.41
MICHIGAN CAT	PD4593184	#74 - LOCKING SEAL	15.96
MICHIGAN MUNICIPAL LEAGUE	10866	CDL CONSORTIUM DRIVERS FEES	980.00
MIDWEST ENERGY	3503301	CCWS-WATER TOWER	1,004.35
MTL, INC	15972	WO 14-1001 - LANDSCAPING/GRADING/SEEDING	2,115.00
MTL, INC	15995	MOWING RUSSOM PARK	710.00
NICHOLS, BEVERLY	11/04/14	ELECTION SERVICE 11/04/14	181.25
NYE UNIFORM COMPANY, INC	478746	DOWAGIAC FIRE NEW EMBLEM	450.00
PAUL POTTER	10/30/14	LOCATE CLEAN-OUT - 507 ORCHARD	45.00
PETERSEN, MICHAEL	11/04/14	ELECTION SERVICE 11/04/14	193.75
PETTY CASH	10/22/14	PETTY CASH REIMBURSEMENT	43.48
POWER LINE SUPPLY, INC	5873601	PHOTO EYES & V-GUARDS - STOCK	497.03
POWER LINE SUPPLY, INC	5873587	GLOVES & SAFETY GLASSES	114.00
POWER LINE SUPPLY, INC	5873605	WIRE	431.00
POWER LINE SUPPLY, INC	5876087	FIXTURES - STOCK	540.61

Vendor		Description	Amount
POWER LINE SUPPLY, INC	5867960	WO 14-1028 - BLUEBIRD SUBDIVISION	139.56
POWER LINE SUPPLY, INC	5869020	TRANSFORMER PADS	1,234.29
PRECISION DATA PRODUCTS	I0000420976	FIBER OPTIC PATCH CORDS	92.00
PRECISION DATA PRODUCTS	I0000420821	PRINTER INK	57.90
PRECISION DATA PRODUCTS	I0000420728	INK CARTRIDGES/VGA ADAPTERS	205.84
PRECISION DATA PRODUCTS	I0000420686	PRINTER SUPPLIES	57.29
PREFERRED PRINTING, INC	27603	JAMES SNOW BLDG DEDICATION PROGRAMS	428.40
PRIORITY COMPUTER SERVICES, INC	202302	REPLACEMENT PCS	5,394.00
PVS TECHNOLOGIES, INC	190927	WASTEWATER TREATMENT	1,964.45
R&D SEWER RODDING & DRAIN CLEANING	11/04/14	TV SEWER LINE - 308 N. FRONT	150.00
RIETH-RILEY CONSTRUCTION COMPANY	7170492	ASPHALT	102.91
RIETH-RILEY CONSTRUCTION COMPANY	7170503	ASPHALT	99.10
RIETH-RILEY CONSTRUCTION COMPANY	7170532	ASPHALT	104.00
RIETH-RILEY CONSTRUCTION COMPANY	7170483	ASPHALT	107.27
RUTKOWSKIE, JASON	3147055462	CELL PHONE REIMBURSEMENT SEP 10 - OCT 09	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	000006	MOW/TRIM - WWTP LAGOONS	500.00
SAYLOR, SCOTT	000007	TRIM - WOLF ST LIFT STATION	12.00
SCHILLING'S WASH & WAX	85	CAR WASH-PD	7.00
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SVC 9/15 - 10/14/14	13.95
SIMMONS TREE & LAWN	10-31-14	MOW - MIDDLE CROSSING PATHWAY & STORAGE	400.00
SIMMONS TREE & LAWN	11/01/14	LAWN MAINT. - MOWING CITY FACILITIES	10,260.00
SIMPSON, KEN	141112	ELECTRIC INSP OCT 1ST - OCT 31ST	1,514.20
SNAP-ON TOOLS	1027146391	5/16 & 3/8 NUT DRIVER	34.65
SOUTH BEND UNIFORM	18991	UNIFORM-ROMAN	421.60
STATE OF MICHIGAN	ME-0200312	SALES & TAX - OCTOBER 2014	12,697.51
STATE OF MICHIGAN-MDEQ	880821	CASS COUNTY WATER SYSTEM	767.50
STATE OF MICHIGAN-MDEQ	880370	ANNUAL WATER SUPPLY FEE	2,916.46
TERMINIX	339302361	PEST CONTROL - CH	120.00
THE RIDGE COMPANY	589415	TEMP GUN - UNIT #2	46.99
THE RIDGE COMPANY	588300	GAS CAP - CREDIT	(22.66)
THE RIDGE COMPANY	588807	#155 - CORE DEPOSIT REFUND/RETURN AIR	(55.94)
THE RIDGE COMPANY	588737	#155 - BATTERY/CORE DEPOSIT	256.99
THE RIDGE COMPANY	588808	#103 - SALT BOX/HYD HOSE	90.24
THE RIDGE COMPANY	588054	#220 GAS CAP	12.33
THE RIDGE COMPANY	588122	#220 GAS CAP	10.33
THE RIDGE COMPANY	588204	CABIN AIR FILTER #132LT	40.94
THE RIDGE COMPANY	589449	#103 HYD HOSE FITTINGS	11.62
THE RIDGE COMPANY	589525	LED STROBE LITE - #132(7)	91.34
THE RIDGE COMPANY	589832	#103 FUEL FILTERS	18.16
THE RIDGE COMPANY	589860	#103 CHAIN BINDERS	69.76
TIMOTHY WEST	10/24/14	RELEASE OF CLAIM SETTLEMENT	300.00
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT 9/19 - 10/18	60.00
UNDERGROUND PIPE & VALVE, INC	7001330	MIDDLE SCHOOL LIFT STATE MTCE	226.00
VERIZON WIRELESS	9734333618	TABLET - MONTHLY FEE	144.78

Vendor		Description	Amount
VERIZON WIRELESS	9734141676	MONTHLY CELL PHONE BILLING	689.14
VYLONIS, JOHN A	252	REPAIR OF DRINKING FOUNTAIN	193.00
WAINWRIGHT, EDDIE	11/03/14	PLUMB/MECH INSPECTIONS OCT 1ST - OCT	2,713.96
WALTER FRONTCZAK	7252	REIMBURSE - SEWER RODDING 510 N. FRONT	235.00
WIGGINS, DANIEL	1454339	MILEAGE - COURT	9.04
WIGHTMAN & ASSOCIATES, INC	48318	140803 ELKS TRAIL	4,500.00
WIGHTMAN & ASSOCIATES, INC	48277	RUSSOM FIELD DRAINAGE REVIEW	1,560.00
WISSCO IRRIGATION, INC.	WO47945	WO 14-1001 BACK FLOW PREVENTER BOX - 302	975.00
WITHERS, HENRIETTA J ET AL	11/04/14	FINAL PAYMENT	29,023.40
WMCJTC	2084	TRAINING - CONSORTIUM PA 302	520.46
WOODRUFF, ROBERTA	11/04/14	ELECTION SERVICE 11/04/14	187.50
ZBATTERY.COM, INC	I167273	BATTERIES	42.46
		Total:	<u>177,081.52</u>