

REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, November 11, 2013, 7:00 p.m.

AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -
- 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 28, 2013
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- COMMUNICATIONS –
1. Communications from elected City officials indicating their compliance with Section 14.11 of the Dowagiac City Charter. (To be received a placed on file.)
 2. Communications from various City employees indicating their intent to transact business with the City of Dowagiac. (To be received a placed on file.)
 3. Communication from the Greater Dowagiac Chamber of Commerce to host the Dowagiac Old-Fashioned Christmas Celebration, November 22-24, 2013 and the Candle-light Parade, December 6, 2013.
- APPOINTMENTS –
1. Swearing in of elected City officials.
Lori Hunt Councilmember – Ward 1
Bob Schuur Councilmember – Ward 2
Leon Laylin Councilmember – Ward 3
Robin Coffey City Treasurer
 2. Appointment of the Mayor Pro-Tem.

3. Construction Board of Appeals – Recommended by Mayor and offered by Mayor Pro-Tem:
Re-appoint Pat O'Keefe for a term expiring December 2018.

RESOLUTIONS –

1. Resolution authorizing the SAW grant agreement.
2. Resolution to enter into a contract with the Michigan Department of Transportation for a non-motorized pathway at Russom Park.
3. Resolution authorizing an agreement to settle pending lawsuit.
4. Resolution to enter into a contract with Bobbie Jo Hartline for consulting services.
5. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

<u>BILLS</u>	<u>PAYROLL (3)</u>	<u>TOTAL</u>
\$189,914.03	\$195,016.92	\$384,930.95

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 28, 2013

A regular meeting of the Dowagiac City Council was called to order by Mayor Donald D. 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 Charles K. Burling, James B. Dodd, Randall G. Gross, Sr. and Bob B. Schuur.

ABSENT: Councilmember Lori A. Hunt.

STAFF: City Manager Kevin P. Anderson and City Clerk James E. Snow.

Councilmember Laylin moved and Councilmember Dodd seconded that the minutes of the October 14, 2013 meeting be approved.

Approved unanimously.

PUBLIC HEARING –

1. Public hearing to receive public comments on the proposed Wastewater Treatment Plant Improvements Project.

City Manager Anderson gave a brief overview of the project. Jeff Pugh, FLEIS & VANDENBRINK ENGINEERING, INC., Grand Rapids, MI gave a power point presentation.

Mayor Lyons opened the public hearing at 7:29 pm. Mayor, Councilmembers and City Manager discussed with Mr. Pugh areas of concern for clarification.

Audience speaking: Junior Oliver, 416 Chestnut Street, Dowagiac, MI

Mayor closed the public hearing at 7:58 pm.

Clerk's Note: Karyn Schultz, stenographer, took and will transcribe dictation of the public hearing.

APPOINTMENTS

1. Cemetery Board- Recommended by Mayor and offered by Mayor Pro-Tem: Appoint Janice Hadley to fill an unexpired term of May 2014.

Councilmember Burling moved and Councilmember Gross seconded to approve the Mayor's appointment.

Approved unanimously.

RESOLUTIONS

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1. Resolution to adopt a final project plan for Wastewater system improvements and designating an authorized project representative.

A RESOLUTION ADOPTING A FINAL PROJECT PLAN FOR WASTEWATER SYSTEM IMPROVEMENTS AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS, the City of Dowagiac (legal name of applicant) recognizes the need to make improvements to its existing wastewater treatment and collection system; and

WHEREAS, the City of Dowagiac (legal name of applicant) authorized Fleis & Vandenbrink Engineering, Inc. (name of consulting engineering firm) to prepare a Project Plan, which recommends the construction of improvements to the City of Dowagiac Wastewater Treatment Plant as specified in the SRF Project Plan Amendment 1; and

WHEREAS, said Project Plan was presented at a Public Hearing held on October 28, 2013 and all public comments have been considered and addressed;

NOW THEREFORE BE IT RESOLVED, that the City of Dowagiac (legal name of applicant) formally adopts said Project Plan and agrees to implement the selected alternative (Alternative No. ~~xxxxxxx~~ WWTP-C-2 and Alternative No. WWTP-D-3.

BE IT FURTHER RESOLVED, that the City Manager (title of the designee's position), a position currently held by Kevin P. Anderson (name of the designee), is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

Moved by Councilmember Gross, seconded by Councilmember Burling

Yeas: Five (5) Burling, Dodd, Gross, Laylin and Schuur

Nays: None (0)

Abstain: None (0)

Absent: One (1) Hunt

The Resolution was therefore declared adopted, James E. Snow, City Clerk
James E. Snow

I certify that the above Resolution was adopted by the City of Dowagiac (the governing body of the applicant) on November 28, 2013.

BY: _____
Name and Title (please print or type)

Signature Date

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2. Resolution to approve an intergovernmental agreement with the City of Buchanan to purchase and share use of a sewer camera van.

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

WHEREAS, the City of Dowagiac does not currently have the ability to visually inspect sewer lines in emergency situations; and

WHEREAS, the State of Michigan is placing greater requirements on sewer utilities to identify problem areas within sewer lines; and

WHEREAS, the City of Dowagiac sewer service could be improved by having access to a sewer camera vehicle with GPS capability; and

WHEREAS, the City of Buchanan has a need for a similar vehicle; and

WHEREAS, the close proximity of both communities and past successes of intergovernmental agreements between the communities creates the potential for a strong, positive working relationship that can improve the level of service to utility customers in both communities; and

WHEREAS, staff from each community has worked on an operational plan to share equally in the cost and time that the vehicle is available to the respective communities.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac does hereby authorize the Mayor and City Clerk to execute an intergovernmental agreement with the City of Buchanan for a camera truck to televise sewer lines.

ADOPTED unanimously.

3. Resolution to accept the Michigan Department of Transportation closure report for the former maintenance garage on 302 Wolf Street.

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

WHEREAS, underground storage tanks constructed and maintained at 101 Wolf Street by the Michigan Department of Transportation (MDOT) have been removed by MDOT; and

WHEREAS, remediation activities have occurred at 302 Wolf Street since 1991; and

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WHEREAS, it has been recommended by environmental engineers that, pursuant to state and federal environmental regulations, a restrictive covenant be placed on the property that prohibits the drilling of wells on site; and

WHEREAS, the proposed restrictive covenant will not impede the City's ability to use the property currently or in the future.

NOW, THEREFORE, BE IT RESOLVED that City Council does hereby authorize the placement of a restrictive covenant on the property located at 302 Wolf Street; and

BE IT FURTHER RESOLVED that the City attorney shall review the final document and approve all attachments prior to execution of a final agreement.

ADOPTED unanimously.

4. Resolution to set a fee for a PBT (Preliminary Breath Test) that is required for probation.

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

WHEREAS, there has been an increase in the number of court ordered preliminary breath tests (PBT) to track alcohol use of persons convicted of alcohol-related offenses; and

WHEREAS, the City of Dowagiac Police Department has administered over 100 PBTs through the first nine months of calendar year 2013; and

WHEREAS, there is a cost of both material and time to administer PBTs; and

WHEREAS, a review by the Dowagiac Public Safety Director indicates that most police departments in the state charge a fee for administering these tests.

NOW, THEREFORE, BE IT RESOLVED that City Council does hereby establish a fee of \$5.00 per court ordered PBT; and

BE IT FURTHER RESOLVED that if the court orders a daily test, the fee will be capped at \$15.00 per week per individual; and

BE IT FURTHER RESOLVED that the fee schedule will begin November 1, 2013.

ADOPTED unanimously.

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5. Resolution to amend the annual compensation of the elected position of City Clerk.

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

WHEREAS, the Local Officers' Compensation Commission (LOCC) of the City of Dowagiac, at its meeting on October 16, 2013 approved a salary range and adjustment to the compensation for the City Clerk; and

WHEREAS, it is the recommendation of the LOCC that the salary range for the City Clerk be adjusted consistent with the 1.5% increase in the non-union Classification and Compensation System effective October 1, 2013 and;

WHEREAS, it is the recommendation of the LOCC that the City Clerk have an annual compensation rate of \$49,102.29 and an annual compensation increase consistent with the average percentage increase of non-union employees effective October 1, 2014 ; and

WHEREAS, it is the determination of the City Council that it is appropriate to adjust the salary range and make salary adjustments as recommended by the LOCC.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, does hereby approve an amendment to the annual compensation of the City Clerk, in conjunction with the requirements established by the Local Officers' Compensation Commission as approved on October 16, 2013. In accordance with said recommendation, the City Clerk will be paid an annual compensation rate of \$49,102.29 and an annual compensation increase consistent with the average percentage increase of non-union employees effective October 1, 2014.

ADOPTED unanimously.

6. Resolution to amend the annual compensation of the elected position of City Treasurer.

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

WHEREAS, the Local Officers' Compensation Commission (LOCC) of the City of Dowagiac, at its meeting on October 16, 2013 approved an adjustment to the compensation for the City Treasurer; and

WHEREAS, it is the recommendation of the LOCC that the salary range for the City Treasurer be adjusted consistent with the 1.5% increase in the Classification and Compensation System effective October 1, 2013 and;

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WHEREAS, it is the recommendation of the LOCC that the City Treasurer have an annual compensation rate of \$40,251.08 effective 30 days following its filing with the city clerk and an annual compensation increase consistent with the average percentage increase of non-union employees effective October 1, 2014; and

WHEREAS, it is the determination of the City Council that it is appropriate to adjust the salary range and make salary adjustments as recommended by the LOCC.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, does hereby approve an amendment to the annual compensation paid to the City Treasurer, in conjunction with the requirements established by the Local Officers' Compensation Commission as approved on October 16, 2013. In accordance with said recommendation, the City Treasurer will be paid an annual compensation rate of \$40,251.08 effective 30 days following its filing with the city clerk and an annual compensation increase consistent with the average percentage increase of non-union employees effective October 1, 2014.

ADOPTED unanimously.

7. Resolution to amend the annual compensation of the elected positions of Mayor and City Council members.

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

WHEREAS, the Local Officers' Compensation Commission (LOCC) of the City of Dowagiac, at its meeting on October 16, 2013, approved adjustments to the compensation for the Mayor and City Council members; and

WHEREAS, it is the recommendation of the LOCC that the base pay for the Mayor and City Council members remain at the current annual amount of \$1,200 and \$800 per year; and

WHEREAS, it is also the recommendation of the LOCC that the Mayor and City Council members shall continue to receive additional compensation of \$25.00 for every regular meeting, special meeting and workshop attended, with an annual maximum increase from the current \$600 per year above base pay, to an annual maximum of \$800 per year above base pay; and

WHEREAS, it is the determination of the City Council that it is appropriate to make salary adjustments as recommended by the LOCC.

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NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, does hereby approve the amendment to the annual compensation paid to the holders of the positions of Mayor and City Council members, in conjunction with the requirements established by the Local Officers' Compensation Commission as approved on October 16, 2013. In accordance with said recommendation, the base pay for the Mayor and City Council members remain at \$1,200 and \$800 per year respectively and holders of said offices shall continue to receive additional compensation of \$25 for every regular meeting attended, not to exceed \$800 per year above base pay.

ADOPTED unanimously.

8. Resolution to authorize and direct the City Treasurer to pay the following gills and payroll due:

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

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #1 for the period ending 10/10/13:

Invoices FY2012-13:	7,765.20
Invoices FY 2013-14:	206,313.22
Payroll:	<u>116,892.14</u>
Total:	330,970.56

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

<u>Invoices</u>	<u>Payroll</u>	<u>Total</u>
\$214,078.42	\$116,892.14	\$330,970.56

ADOPTED on a roll call vote.

Ayes: Five (5) Burling, Dodd, Gross, Laylin and Schuur

Nays: None (0)

Absent: One (1) Hunt

Abstain: None (0)

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Upon motion by Councilmember Laylin, and seconded by Councilmember Dodd, the Dowagiac City Council adjourned at 8:08 p.m.

Mayor Donald D. Lyons

James E. Snow, City Clerk

Communication #1
November 11, 2013

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 8, 2013

SUBJECT: Conflict of Interest Statements

I have received and will maintain on file Conflict of Interest Statements from elected City officials indicating their compliance with Section 14.11 of the Dowagiac City Charter.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 8, 2013

SUBJECT: Conflict of Interest Statements

I have received and will maintain on file Conflict of Interest Statements from various City employees indicating their compliance with Section 14.11 of the Dowagiac City Charter.



Chamber of Commerce & DDA

Love The Grand Old City at www.dowagiacchamber.com

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

Dear Mayor Lyons and City Council:

The Greater Dowagiac Chamber of Commerce and Borgess-Lee Memorial Hospital are pleased to host Dowagiac's Old-Fashioned Christmas Celebration, which opens the weekend prior to Thanksgiving. This year's celebration represents an approximate \$5,000 community promotion, funded by the Chamber of Commerce and corporate sponsors that include Borgess-Lee Memorial Hospital, Dr. Charles Burling & Dr. Jon Gillesby, Creative Vinyl Signs, Family Fare, Fifth Third Bank, Front Street Crossing, Matthew V. Cripe DDS, Mahar Insurance, Shopko and Vylonis Contracting.

In regard to both Open House Weekend and parade night, the Chamber of Commerce would like permission to limit and to select the type of non-profit and commercial vendors, which appear during the community celebration. As a result, we will avoid duplication in terms of street vendors and what they offer.

The tri-fold celebration features Christmas Open House Weekend, which is Friday through Sunday, November 22-24; our Candle-light Christmas Parade on Friday, December 6; and Small Business Saturday on November 30. For your convenience, attached herewith is our holiday brochure.

On behalf of the Chamber and as Chairman of Open House Weekend, I would like to request the use of the following for Open House Saturday:

- The Haggin-Wimberley Memorial Bandstand to stage vocal and instrumental performances
- Beeson Street for dance performances and as a loading area for horse-drawn wagon rides
- Barricades to provide for the temporary closure of Beeson Street and orange safety cones for the loading zone
- The use of downtown streets for horse-drawn wagon rides
- The Beckwith Park for the interactive animal display by Country Reindeer Farm, and food booths operated by The Wounded Minnow and Pastry Artist Jordan Anderson, featuring chili & corn bread, and a unique take on apple dumplings

Parade Co-chairman Kim MacGregor and I will work closely with the Department of Public Safety on the organization of parade line-up. In preparation for the parade, we would like to request the use of:

- The Haggin-Wimberley Memorial Bandstand for pre-parade entertainment featuring the ACTION Chorale
- Barricades to close Front Street at 6 p.m. to through-traffic in advance of the street performance by Positively Dance
- Residential streets in and around West High Street for parade line-up
- And barricades that may be requested by the Department of Public Safety for use during parade line-up

In advance of Small Business Saturday, I request permission to install temporary informational signage, the size of real estate signs, at several of our major intersections. A copy of the signage is attached herewith.

Prior to the Nov. 22 Open House Weekend, I am requesting DPS personnel prepare and install the City's lighted wreaths and garlands on downtown lampposts; hang holiday lights on the evergreen at Beckwith Park, and on the ornamental trees on Front Street that are planted within the landscaped islands; and install the decorative street banners, and the event & corporate sponsor banners. New this year, we are pleased to announce that several downtown business and property owners have joined the Chamber's effort to light the tops of downtown buildings in holiday lights.

As always, thank you for your consideration and for the much-needed assistance of city support services provided to us by DPS, police, fire and grounds personnel.

We look forward to seeing you Open House Weekend and also Parade Night, as we celebrate this joyous season!

Warm Regards, Vickie Phillipson, Chamber of Commerce & DDA Program Director

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

Dowagiac Old-Fashioned Christmas Celebration

Open House Weekend November 22-24

Friday, November 22

9 am - 7 pm . . . Visit the Christmas Open Houses of our specialty shops, as we kick off the Yuletide Season with in-store events the entire weekend. Shopkeepers present their finest merchandise, special discounts, festive treats & weekend drawings. Open Houses continue through Sunday, 12 to 4 pm.

Saturday, November 23

9 - 2 pm . . . Enjoy the hand-made works of Michiana artisans, showcased at the 17th annual Theta Mu Sorority Craft Show, located at Dowagiac Union High School on Prairie Ronde.

9 - 5 . . . Christmas Open Houses at our specialty stores continue, as shopkeepers attend to your every need. For those who tire easily, distinctive dining and even an old-fashioned soda fountain provide the perfect spot to rest awhile.

10 - 2 . . . A true-to-life **Old-World Santa** greets families within the elegant indoor setting of Wood Fire Italian Trattoria. Enjoy the warm surroundings of the Pompeii Room, where children receive a coloring book from **St. Nick** & can register for a gift basket of toys & invitation to appear with Santa in the Candle-light Parade!

10 - 2 . . . Meet **Mrs. Claus** at Frame of Mind, where children can make a jingle bell bracelet & enjoy Kringle Krafts from 10 to 5 at Who Knew? Consignment

10 - 2 . . . Celebrate, "Sister to Sister" at **Mud-Luscious**. Artisan Michelle Stambaugh invites you to bring your best friend, mom or daughter and make a Sister-to-Sister bracelet. Nominal \$5 fee per bracelet or necklace.

10 - 2 . . . At Beckwith Park families can meet Holly from **Country Reindeer Farm**, enjoy horse-drawn wagon rides & make plans to tag their Christmas tree with Kurt Westrate of Travellin' Trees.

10 - 2 . . . Chili & Corn Bread will warm your soul, served at Beckwith Park by The Wounded Minnow. For dessert, we suggest the unique take on Apple Dumplings presented by Pastry Artist Jordan Anderson of **The Baker's Rhapsody**, also served on-site at the gazebo. Nominal fee.

10 - 4 . . . View working artisans at Frame of Mind, dressed in Victorian garb, and meet the children's author of Winter's First Snowflake

10:30 - 11:30 . . . Choir students from Dowagiac Union Schools present favorite **Christmas carols** at the gazebo.

11:30 - 12:15 . . . Dance into the holidays on Beeson Street with Positively Dance.

Noon - 2 . . . Marking the 170th anniversary of the first Christmas card, designed in 1843 by London artist John Calcott Horsley, Mable Hartman leads an interactive **Christmas Card Design Workshop** for families at Dowagiac Area History Museum. Materials supplied.

12:30 - 2 . . . **Christmas classics** trumpet the crisp air beneath the gazebo, presented by the Southwestern Michigan College Saxophone Choir.



Sunday, November 24

Noon - 4 . . . Enjoy holiday shopping the way it used to be, as the **Christmas Open Houses** of our specialty shops continue. Be sure to register for the **Weekend Drawing** that awards \$50 Universal Dowagiac Gift Certificates to several shoppers.

Lighting of the Borgess Tree of Love

Join Borgess-Lee Memorial Hospital and our community on **Wednesday, Dec. 4** at 5:30 for this very special tree-lighting ceremony at Farr Park.

Symbolic of the donations raised to provide mammography services to the uninsured, a beautiful pine will be set aglow in pink lights. Honor someone special by making a donation to the **Borgess Tree of Love Campaign**. For every \$8 donation, you can help an uninsured woman receive free mammography services.

Candle-light Parade

Friday, December 6

6 pm . . . As you await evening festivities, savor the hot chocolate and sweet delights available from our street vendors.

6:15 - 7 . . . Gather 'round the Beckwith Park for our Tree-Lighting Ceremony, pre-parade entertainment featuring **ACTION Chorale & Positively Dance**, and community caroling also led by ACTION.

7 pm . . . Listen for the tolling bell of our Town Crier and join Borgess-Lee Memorial Hospital and the Chamber as we usher in one of **Michigan's largest holiday events**. Our Candle-light Parade of 100 lighted floats, costumed characters & marching bands makes this a magical evening you'll long remember!

Holiday Events are Proudly Presented by . . .

www.DowagiacChamber.com 269.782.8212

Borgess-Lee Memorial Hospital & the Chamber of Commerce, as the **Proud Hosts** of our celebration, along with these sponsors, invite you to enjoy our **Grand City** during this special season. . . .

Dr. Charles Burling
Creative Vinyl Signs
Dr. Jon Gillesby
Family Fare
Fifth Third Bank

Front Street Crossing
Matthew V. Cripe, DDS
Mahar Insurance
Shopko
Ylonis Contracting

CITY OF DOWAGIAC

Appointment #1
November 11, 2013

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 8, 2013

SUBJECT: Swearing in of Elected City Officials

The City Charter Chapter 4, Section 4.4 states each officer of the City, before entering upon the duties of his office and within the time specified in this charter shall take and subscribe to the oath or affirmation of office prescribed by the State Constitution for officers of the State. The oath or affirmation of office of each officer of the City shall be filed and kept in the office of the Clerk.

The November 5, 2013 City election results as provided by the City Clerk's office are as follows:

Robin Coffey	City Treasurer
Lori Hunt	Councilmember – Ward 1
Bob Schuur	Councilmember – Ward 2
Leon Laylin	Councilmember – Ward 3

Therefore, swearing in of these elected City officials will be conducted at Monday's Council meeting. Mayor Lyons is unable to attend the November 11 meeting and will be take the oath of office at another time.

CITY OF DOWAGIAC

Appointment #2
November 11, 2013

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 8, 2013

SUBJECT: Appointment of the Mayor Pro-Tempore

The City Charter Chapter 5, Section 5.2 states the Council shall meet and choose one of its members as Mayor Pro-Tempore, who shall hold office for a term of one (1) year from said date.

It is Mayor Lyons' recommendation that 3rd Ward Councilmember Leon Laylin be appointed Mayor Pro-Tempore for the following year.

CITY OF DOWAGIAC

Appointment #3
November 11, 2013

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 8, 2013

SUBJECT: Appointment to Boards and Commissions

A Mayoral appointment is on Monday's agenda for your consideration. The appointment is recommended by the Mayor and offered by the Mayor Pro-Tem. The proposed appointment is as follows:

Construction Board of Appeals

- ✓ Re-appoint Pat O'Keefe for a term expiring December 2018.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 8, 2013

SUBJECT: SAW Grant Application

The MDEQ is soliciting grant proposals from communities throughout the state to inspect sewers, clean sewers and develop an asset management program for sewer utilities. Grant funds could assist us in that process and we have worked with Wightman & Associates to prepare a grant application on behalf of the Council for the sanitary sewer collection system. Additionally, a separate SAW Grant application is being prepared for an asset management plan for the WWTP which will be ready for the 11-25-13 Council meeting.

Grant applications are due by December 2, 2013.

This grant application is for \$993,000 to clean and inspect all sanitary sewer pipes and lift stations, develop an asset management plan, acquire all hardware and software necessary to implement an asset management plan, train employees to operate the software and administer the asset management plan and develop a rate study for implementing an asset management plan.

RECOMMENDATION

Approve a resolution authorizing the application for a SAW grant.

Support Documents:
Cover Memo-City Mgr.
Resolution

_____ of _____
County of _____

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the _____ of the _____ of _____
County of _____, State of Michigan, (the "Municipality") held on
_____.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution,
seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and
Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL
324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan
Department of Environmental Quality (the "DEQ") shall establish a strategic water quality
initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to
municipalities for sewage collection and treatment systems or storm water or nonpoint source
pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other
applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient
shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality
to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (***select one or more***)
 establish an asset management plan, establish a stormwater management plan, establish
a plan for wastewater/stormwater, establish a design of wastewater/stormwater, pursue
innovative technology, or initiate construction activities (up to \$500,000 for disadvantaged
community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate
principal amount not to exceed _____ ("Grant") be requested from the MFA and
the DEQ to pay for the above-mentioned undertaking(s); and

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY
OTHER FORMAT.

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. _____ (*title of the designee's position*), a position currently held by _____ (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the _____ of the _____ of _____, County of _____, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name
_____ of _____, Clerk
_____ of _____ County of _____



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

GRANT INFORMATION:

Project Name: _____
Project #: _____
Amount of Grant: \$ _____
Amount of Match \$ _____
Project Total \$ _____ (grant plus match)
Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

- (A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.
- (B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

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III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

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- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

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(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminated the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

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(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

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XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

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Project No. _____

SAW Grant Program

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____; _____
_____ Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Project Planning Costs	
2. Design Engineering Costs	
3. User Charge Development Costs	
4. Wastewater Asset Management Plan Costs	
5. Stormwater Asset Management Plan Costs	
6. Stormwater Management Plan Costs	
7. Innovative Wastewater and Stormwater Technology Costs	
8. Disadvantaged Community Construction Cost	
9. Cost Subtotal	
10. LESS Local Match	
11. Requested SAW Grant Amount (Line 9 minus Line 10)	

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

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CITY OF DOWAGIAC
SAW GRANT APPLICATION
ENGINEER'S ESTIMATE AND SUMMARY OF FEES
11/7/13

Engineer's Estimate

Task		Sanitary	Storm	Total
Application		\$ 11,500	\$ -	\$ 11,500
Asset Management Plan		248,420.00	-	248,420.00
GIS/AMP Hardware, Software and Training		60,000.00	-	60,000.00
Develop GIS Mapping for Major Components		67,850.00	-	67,850.00
AMP and GIS Onsite Setup and Orientation		17,780.00	-	17,780.00
Attach Record Drawings and Other Data to GIS Data		9,150.00	-	9,150.00
Add Service Locations to GIS Data		-	-	-
Clean and TV System		551,000.00	-	551,000.00
Reimbursable Expenses		8,250.00	-	8,250.00
Flow Metering and Modeling		-	-	-
Community Force Account - Labor		\$4,050	-	4,050.00
Community Force Account - Water and Disposal		8,000.00	-	8,000.00
Asset Condition Training		7,000.00	-	7,000.00
Total		993,000.00	-	993,000.00
				-
Less Grant	100%	993,000.00	-	993,000.00
Match	0%	-	-	-
Less Amount Incurred and Paid Prior to Application				-
Anticipated Net Match		-	-	-
				-
Less Force Account Work and Services		12,050.00	-	12,050.00
Net Cost to Community		\$ (12,050)	\$ -	\$ (12,050)

Force Account Labor Estimate

Hours	150	0
Rate with 25% Fringes	27	27
Total	\$4,050	\$0

Summary of Fees

Task	Responsible Entity	Sanitary	Storm	Total
Application	WAI	11,500	0	11,500
Asset Management Plan	WAI	322,700	0	322,700
Cleaning and TV Sewers	TERRA	551,000	0	551,000
Reimbursable Expense	WAI	8,250	0	8,250
Force Account Work	CITY	12,050	0	12,050
Financial	TBD	22,000	0	22,000
AMP/GIS Hardware, Software, Training	TBD	60,000	0	60,000
IT Consultant	NA	5,500	0	5,500
Total		993,000	-	993,000

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 8, 2013

SUBJECT: MDOT Contract for a Non-Motorized Pathway at Russom Park

In 2012 the City applied for Congestion Mitigation and Air Quality (CMAQ) grant funding through MDOT for a bike path on Middle Crossing Road from Prairie Ronde Street to Russom Park. The purpose of the funding is to reduce omissions and improve air quality. Each grant cycle has an allocation of money for projects in Cass County.

The City of Dowagiac has been approved for funding and now must enter into an agreement with MDOT so that the project can go forward.

The grant is for 81.25% of the construction cost up to \$56,560. The City of Dowagiac is responsible for all costs beyond that amount, which will be paid for from capital improvement funds.

This is an important transportation link to the expanded Russom Park.

The MOT contract is in the online version of the agenda and has not been printed to save paper and printing costs. Please let me know if you would like a paper copy.

RECOMMENDATION

I recommend that City Council authorize a resolution to contract with the MDOT for a non-motorized pathway along Middle Crossing from Prairie Ronde to Russom Park.

Support Documents:
Cover Memo-City Mgr.
Resolution
Contract

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

WHEREAS, the City of Dowagiac has applied for and received approval for a CMAQ grant with the Michigan Department of Transportation; and

WHEREAS, the grant will assist in the construction of a 10-foot asphalt, non-motorized pathway on Middle Crossing Road from Prairie Ronde to Russom Park; and

WHEREAS, this non-motorized pathway will benefit the entire community in providing an alternate access to Russom Park.

NOW, THEREFORE, BE IT RESOLVED that City Council authorizes an agreement with the Michigan Department of Transportation to be signed by the City Clerk and Mayor Pro-Tem.

ADOPTED/REJECTED

CMAQ

DA

Control Section	CM 14422
Job Number	118074
Project	CM 1314(345)
Federal Item No.	HH 9078
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	13-5637

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF DOWAGIAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Dowagiac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 24, 2013, attached hereto and made a part hereof:

Non-motorized pathway work along Middle Crossing Road from Prairie Ronde Street northwesterly approximately 0.48 miles; including hot mix asphalt paving, concrete curb and gutter, sidewalk ramp, and driveway approach work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

CONGESTION MITIGATION AND AIR QUALITY

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Congestion Mitigation and Air Quality Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$56,560, or (2) an amount such that

81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation

Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Congestion Mitigation and Air Quality Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to

identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

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

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either jurisdiction of any REQUESTING PARTY highway or ownership of any portion of the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

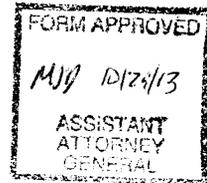
CITY OF DOWAGIAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title: Mayor Pro-Tem

By _____
Department Director MDOT

By *James E. [Signature]*
Title: City Clerk



APPROVED BY *[Signature]* / 10/30/13
Administrator Date

September 24, 2013

EXHIBIT I

CONTROL SECTION	CM 14422
JOB NUMBER	118074
PROJECT	CM 1314(345)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$91,000
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$91,000
Less Federal Funds*	<u>\$56,560</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$34,440

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

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

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

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

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

CITY OF DOWAGIAC

IN COOPERATION WITH THE
MICHIGAN DEPARTMENT OF TRANSPORTATION
AND THE FEDERAL HIGHWAY ADMINISTRATION
PLAN OF PROPOSED

MIDDLE CROSSING ROAD PATHWAY PROJECT

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



STEVE C. CARLISLE
Engineer No. 49036
PROJECT NAME:
MIDDLE CROSSING ROAD PATHWAY PROJECT
DOWAGIAC, MI
THE CITY OF
DOWAGIAC
CITY OF
DOWAGIAC
DOWAGIAC, MI

02/08/2013 SCC
FINAL PLAN SUBMITTAL
01/06/2013 SCC
GRADE INSPECTION
SUBMITTAL
REVISIONS
DATE: JUNE, 2013
SCALE: N.T.S.

CONTRACT FOR ROAD IMPROVEMENTS
0.48 MILES OF NEW PATHWAY INCLUDING HMA PAVING, CURB
AND GUTTER REPLACEMENT, ADA RAMP, AND DRIVEWAY
APPROACHES
COVER SHEET
CITY OF DOWAGIAC
241 S. FRONT STREET
DOWAGIAC, MI 49047
APPROVAL
DATE: 8-23-13
130106B-01
OF 8

NOTES

EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS OR IN THE PROPOSAL AND SUPPLEMENTAL SPECIFICATIONS CONTAINED THEREIN, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE 2012 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION.

THE PLACING OF PAVEMENT MARKINGS AND TRAFFIC CONTROL SIGNS SHALL BE DONE IN ACCORDANCE WITH THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS AMENDED.

THE IMPROVEMENTS COVERED BY THESE PLANS ARE IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, 2011 EDITION; A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS; AND THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, 2012 EDITION; GUIDE FOR THE DEVELOPMENT OF BICYCLE FACILITIES.

THE CONTRACTOR SHALL DIAL MISS DIO @ 811 FOR PROTECTION OF UNDER GROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 83 OF 1974 A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL 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 DIO" ALERT SYSTEM.

TRAFFIC DATA

MIDDLE CROSSING ROAD PATHWAY

DESIGN SPEED = 20 MPH
POSTED SPEED = N/A MPH

CONTROL SECTION No. CM14422
JOB No. 118074A
FEDERAL PROJECT No. CM-1314 (345)
FEDERAL ITEM No. HH9078

UTILITIES

GAS: SEMCO ENERGY GAS COMPANY
1000 BELL ROAD
NILES, MI 49120
1-800-475-1441, EXT. 5689
ROBERT STAFFORD

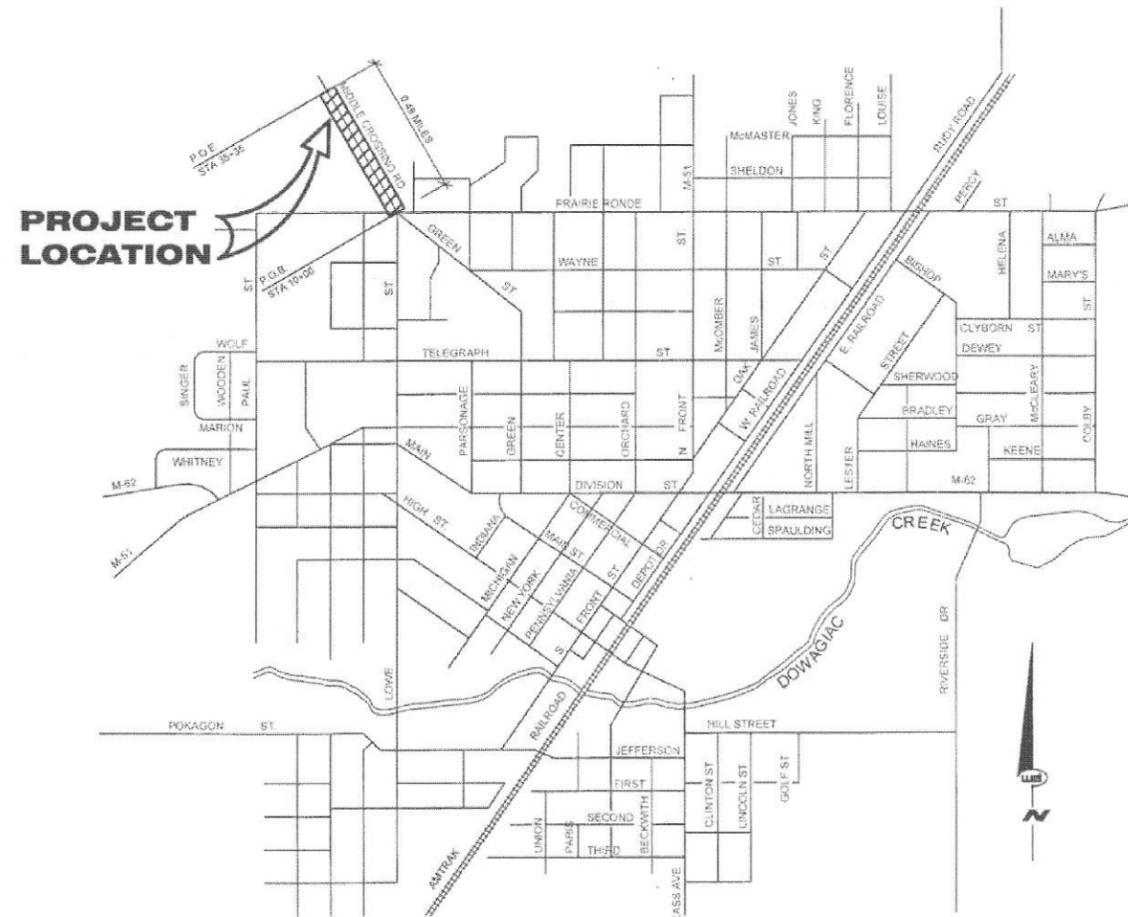
TELEPHONE: FRONTIER COMMUNICATIONS
601 N. US 131
THREE RIVERS, MI 49092
1-269-273-0393
SCOTT MACFARLANE

SEWER, WATER & ELECTRIC: CITY OF DOWAGIAC
241 SOUTH FRONT STREET
DOWAGIAC, MICHIGAN 49047
1-269-782-8200
JIM BRADFORD

ELECTRIC: MIDWEST ENERGY COOPERATIVE
P.O. BOX 127
CASSOPOLIS, MI 49031
269-445-3131
TERRY RUBENTHALER

CABLE TV: COMCAST
1520 E. MCGRINLEY AVENUE
MISHAWAKA, INDIANA 46545
1-847-789-1039
JAY CASTELLO

"MISS DIO" 811



CITY OF DOWAGIAC
SCALE: NONE

INDEX OF PLANS	
SHEET No.	DESCRIPTION
130106B-01	COVER SHEET
130106B-02	DETAILS, NOTES, AND TYPICAL SECTIONS
130106B-03	PLAN - STA. 10+00 TO STA. 27+00
130106B-04	PLAN - STA. 27+00 TO STA. 35+35
130106B-05	CROSS SECTIONS - STA. 11+50 TO STA. 17+00
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R-25-H	SIDEWALK RAMP AND DETECTABLE WARNING DETAILS
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WZD-100-A	GROUND DRIVEN SIGN SUPPORT FOR TEMP SIGNS
WZD-125-E	TEMPORARY TRAFFIC CONTROL DEVICES

LEGEND

- = EXISTING CABLE
- = EXISTING ELECTRIC LINE
- = EXISTING ELECTRIC LINE (OVERHEAD)
- = EXISTING FIBER OPTIC LINE
- = EXISTING GAS LINE
- = EXISTING TELEPHONE LINE
- = EXISTING FENCE
- = EXISTING FORCEMAIN
- = EXISTING GUARDRAIL
- = EXISTING SANITARY SEWER
- = EXISTING STORM SEWER
- = EXISTING TREE LINE
- = EXISTING WATER MAIN
- = EXISTING DITCH LINE
- = TO BE ABANDONED
- = PROPOSED ELECTRIC LINE
- = PROPOSED FENCE
- = PROPOSED FORCEMAIN
- = PROPOSED GAS LINE
- = PROPOSED GUARDRAIL
- = PROPOSED SANITARY SEWER
- = PROPOSED STORM SEWER
- = PROPOSED TELEPHONE LINE
- = PROPOSED WATER MAIN
- = EXISTING CENTER LINE
- = PROPOSED CENTER LINE
- = EASEMENT LINE/GRADING PERMIT
- = GRADING LIMITS/LIMITS OF DISTURBANCE
- = PROPERTY LINE
- = RIGHT-OF-WAY LINE
- = SECTION LINE

- ⊠ = ANTENNA
- = CATCH BASIN
- = CABLE RISER BOX
- ⊙ = CLEAN OUT
- ⊙ = CURB INLET
- ⊙ = ELECTRIC MANHOLE
- ⊙ = FIRE HYDRANT
- ⊙ = FOUND IRON PIPE
- ⊙ = GAS VALVE
- ⊙ = GUY ANCHOR
- ⊙ = LIGHT POLE
- ⊙ = MAILBOX
- ⊙ = MONITORING WELL
- ⊙ = POST
- ⊙ = SATELLITE DISH
- ⊙ = SANITARY MANHOLE
- ⊙ = SECTION CORNER
- ⊙ = SIGN
- ⊙ = PAVEMENT/SOIL BORING
- ⊙ = PROPOSED HYDRANT
- ⊙ = PROPOSED GATE VALVE & BOX
- ⊙ = PROPOSED GATE VALVE & VAULT
- ⊙ = PROPOSED REDUCER
- ⊙ = PROPOSED SANITARY MANHOLE
- ⊙ = PROPOSED STORM MANHOLE
- ⊙ = STORM MANHOLE
- ⊙ = TELEPHONE MANHOLE
- ⊙ = TELEPHONE RISER BOX
- ⊙ = TURNING POINT/TRaverse
- ⊙ = UTILITY POLE
- ⊙ = VAULT
- ⊙ = WATER ELEVATION
- ⊙ = WATER MANHOLE
- ⊙ = WATER METER
- ⊙ = WATER VALVE
- ⊙ = WATER SPIGOT
- ⊙ = WELL
- ⊙ = PROP. ELEVATION
- ⊙ = EX. ELEVATION

TREE DESIGNATORS

- ⊙ = BUSH
- ⊙ = CONIFEROUS TREE
- ⊙ = CONIFEROUS TREE TO BE REMOVED
- ⊙ = DECIDUOUS TREE
- ⊙ = DECIDUOUS TREE TO BE REMOVED
- ⊙ = STUMP
- ⊙ = STUMP TO BE REMOVED

SOIL EROSION & SEDIMENTATION CONTROL NOTES

EROSION CONTROL FENCE SHALL BE INSTALLED AROUND CULVERT END WHERE DIRECTED BY THE ENGINEER TO PREVENT WASH OF SILT INTO THE CULVERT. EROSION CONTROL FENCE WILL ALSO BE INSTALLED WHERE DIRECTED BY ENGINEER TO PREVENT EROSION ON STEEP SLOPES DURING CONSTRUCTION. SEDIMENT TRAPS SHALL BE PROVIDED AROUND ALL PROPOSED AND EXISTING CATCH BASIN COVERS WITHIN THE VICINITY OF THE PROPOSED PROJECT AS NECESSARY TO PREVENT WASH OF SILT INTO THE STORM SEWER. STORM WATER DRAINAGE COURSES RETENTION, RETENTION/RETENTION BASINS AND ADJACENT PROPERTIES. ALL WORK WILL BE DONE IN ACCORDANCE WITH STANDARD PLAN R-99 SERIES. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ABOVE MENTIONED ITEMS SHALL BE PAID FOR AS EROSION CONTROL, SILT FENCE OR EROSION CONTROL, SEDIMENT TRAP.

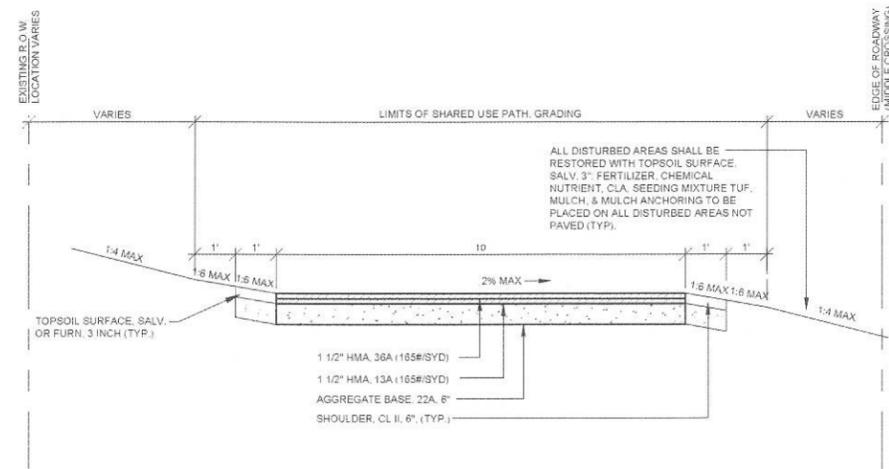
AVOID UNNECESSARY DISTURBING OR REMOVING EXISTING VEGETATED TOPSOIL OR EARTH COVER AREAS THAT ACT AS SEDIMENT FILTERS.

ALL TEMPORARY SOIL EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL REMOVAL IS REQUIRED FOR FINAL CLEAN UP AND APPROVAL.

- (1P) DENOTES PERMANENT SEEDING. ALL DISTURBED AREAS NOT PAVED SHALL BE RESTORED. PLACE TOPSOIL SURFACE, SALV. 3 INCH. MDOT SEEDING MIXTURE TUF APPLIED AT A RATE OF 220 LB/ACRE. FERTILIZER, CHEMICAL NUTRIENT, CL A APPLIED AT A RATE OF 228 LB/ACRE AND MULCH. (APPLIES TO ENTIRE PROJECT)
- (2BT) DENOTES TEMPORARY SILT FENCE. SILT FENCE SHALL BE INSTALLED AT CREEK CROSSINGS, ADJACENT TO ALL WETLANDS AND SURFACE WATERS, AND OTHER LOCATIONS AS DIRECTED BY THE ENGINEER. EACH SILT FENCE SHALL BE INSTALLED GENERALLY ALONG THE SAME CONTOUR ELEVATION.
- (2BT) DENOTES INLET PROTECTION FABRIC DROP. SHALL BE INSTALLED AT EXISTING AND PROPOSED STORM SEWER INLETS TO PROVIDE SETTLING AND FILTERING OF SILT LADEN WATER PRIOR TO ENTRY INTO THE DRAINAGE SYSTEM.
- (1M) DENOTES MULCH BLANKETS. MULCH BLANKET SHALL BE PROVIDED AT LOCATIONS SHOWN ON THE PLANS, AT SLOPES EQUAL TO OR GREATER THAN 1:3. AREAS WITH CONCENTRATED FLOWS, AND AS DIRECTED BY THE ENGINEER IN THE FIELD, TO PREVENT RUNOFF AND EROSION.

NOTES

1. 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.
2. ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT THE TIME OF CONSTRUCTION.
3. 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.
4. 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.
5. DATUM REFERS TO NAVD 88 DATUM.
6. DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
7. CONTRACTOR SHALL PROVIDE AND PLACE TOPSOIL SURFACE, SALV. 3 INCH. MDOT SEEDING MIXTURE TUF APPLIED AT A RATE OF 220 LB/ACRE. FERTILIZER, CHEMICAL NUTRIENT, CL A APPLIED AT A RATE OF 228 LB/ACRE. MULCH, MULCH ANCHORING TO ALL DISTURBED AREAS NOT PAVED. TO BE PAID FOR UNDER THEIR RESPECTIVE ITEMS.
8. EXISTING TRAFFIC SIGNS SHALL BE REMOVED AND SALVAGED BY THE CONTRACTOR AND SHALL BE REINSTALLED BY THE CONTRACTOR AT LOCATIONS DETERMINED BY THE ENGINEER PAID FOR AS PART OF MINOR TRAFFIC DEVICES. NEW PERMANENT SIGNING SHALL BE INSTALLED BY THE CONTRACTOR WHERE REQUIRED IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD), 2011 EDITION.
9. ALL PAVEMENT MARKINGS WILL BE INSTALLED BY THE CONTRACTOR AND SHALL CONFORM WITH THE REQUIREMENTS OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2011 EDITION.
10. THE ITEM OF SHARED USE PATH GRADING SHALL APPLY TO THE ENTIRE LENGTH OF THE PROJECT AND SHALL CONSIST OF THE FOLLOWING: STRIPPING AND SALVAGING OF ALL TOPSOIL. IF ANY, THE UTILIZATION OF ALL SUITABLE MATERIALS IN CONSTRUCTING THE ADJACENT FILLS AND THE FURNISHING AND PLACING OF BORROW. ALL REQUIRED EARTH EXCAVATION, EMBANKMENT AND ALL OTHER OPERATIONS NECESSARY TO DEVELOP THE DESIRED CROSS SECTIONS.
11. THE CONTRACTOR SHALL INSTALL PROTECTIVE FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVER NIGHT AS DIRECTED BY THE ENGINEER IN LIEU OF BACK FILLING THE TRENCH AS PART OF THE VARIOUS ITEMS OF WORK.
12. ANY SANITARY SEWER, SANITARY SEWER SERVICE LEADS, WATER MAIN, WATER SERVICES, OR STORM SEWER WHICH IS DAMAGED BY THE CONTRACTOR DURING HIS OPERATIONS SHALL BE REPAIRED TO THE SATISFACTION OF THE PROJECT ENGINEER AND AT THE CONTRACTOR'S EXPENSE.
13. ALL FILL FOR THIS PROJECT MUST BE OBTAINED AND FURNISHED BY THE CONTRACTOR. ALL REQUIRED FILL SHALL BE SELECTED EXCAVATED MATERIAL FROM THE SITE APPROVED BY THE ENGINEER, OR MDOT CLASS II GRANULAR MATERIAL FROM BORROW. EXCESS FILL SHALL BE REMOVED FROM SITE BY THE CONTRACTOR. NOTE: NO BORROW OR SOIL REMOVAL ARRANGEMENTS HAVE BEEN PREARRANGED FOR THIS PROJECT, AND SHALL BE THE TOTAL RESPONSIBILITY OF THE CONTRACTOR. ALL FILL AND EXCAVATION REQUIRED TO CONSTRUCT THE PATHWAY AS SHOWN IN THE PLANS IS INCLUDED IN THE ITEM OF SHARED USE PATH, GRADING.
14. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EXISTING DRAINAGE PATTERNS, AND SHALL RESOLVE ANY DRAINAGE PROBLEMS ON ADJACENT PROPERTIES WHICH MAY RESULT FROM THE CONTRACTOR'S ACTIVITIES.
15. ADEQUATE DUST CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER IN THE FIELD, TO BE PAID FOR AS DUST PALLIATIVE, APPLIED.
16. TAPER THE CURBS TO ZERO HEIGHT AT PATHWAYS. PATHWAY RAMPS SHALL BE BARRIER FREE AND CONSTRUCTED IN ACCORDANCE WITH THE MDOT SIDEWALK RAMP AND DETECTABLE WARNING DETAILS (R-28 SERIES), TYPE R. PATHWAY JOINTS SHALL BE IN ACCORDANCE WITH THE MDOT DRIVEWAY OPENINGS & APPROACHES AND CONCRETE SIDEWALKS (R-29 SERIES) UNLESS NOTED OTHERWISE.
17. THE CONTRACTOR IS RESPONSIBLE 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.
18. SLOPE ALL BANKS AND GRADE UNIFORMLY FROM BACK OF CURB TO PROPOSED/EXISTING PATHWAYS AND FROM PROPOSED PATHWAY TO ROW LINE AT A MAXIMUM SLOPE OF 1 ON 3 UNLESS OTHERWISE NOTED.
19. THE TACTILE PLATES FOR THE ADA RAMPS WILL BE COLONIAL RED IN COLOR TO MATCH EXISTING DETECTABLE WARNING PLATES THROUGHOUT THE CITY.
20. CONTRACTOR SHALL NOT PARK EQUIPMENT OR STOCKPILE MATERIAL ON ANY RECREATION PROPERTY PER FEDERAL MANDATE. FAILURE TO ADHERE WILL RESULT IN LOSS OF FUNDING.
21. PROPERTY OWNER INFORMATION SHOWN ON THE PLANS ARE BASED ON INFORMATION PROVIDED BY THE LOCAL GOVERNMENT AGENCY. THE PROPERTY OWNER AND PARCEL LINES ARE INTENDED FOR REFERENCE ONLY.



PROPOSED TYPICAL SECTION

SCALE: 1" = 2'
STA. 11+08 TO STA. 38+00

ITEM	AWI	YIELD	PERFORMANCE GRADE
HMA, 36A (TOP)	280	165#/SYD	P.G. 58 - 28
HMA, 13A (LEVELING, BASE)		165#/SYD	P.G. 58 - 28
HMA, APPROACH*		330#/SYD	P.G. 58 - 28
HAND PATCHING (HMA, 36A)		165#/SYD LIFTS	P.G. 58 - 28
HMA BOND COAT (NOT A PAY ITEM)		0.05 TO 0.15 GAL/SYD	SS - 1h

*HMA, APPROACH CONSISTS OF 165#/SYD 13A, 165#/SYD 36A

HMA APPLICATION TABLE

MISCELLANEOUS QUANTITIES

ITEM	QTY.
Mobilization, Max	1 LS
Hand Patching	2 Ton
Lighted Arrow, Type C, Furn	2 Ea
Lighted Arrow, Type C, Oper	2 Ea
Minor Traf Devices	1 LS
Plastic Drum, High Intensity, Furn	80 Ea
Plastic Drum, High Intensity, Oper	80 Ea
Sign, Type B, Temp, Prismatic, Furn	240 SR
Sign, Type B, Temp, Prismatic, Oper	240 SR

130106B-02
OF 8

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
Allegan, MI 49010
Phone: (269) 673-5465
www.wightman-assoc.com

PROJECT NAME:
MIDDLE CROSSING ROAD PATHWAY PROJECT
DOWAGIAC, MI

THE CITY OF
DOWAGIAC

CITY OF
DOWAGIAC
DOWAGIAC, MI

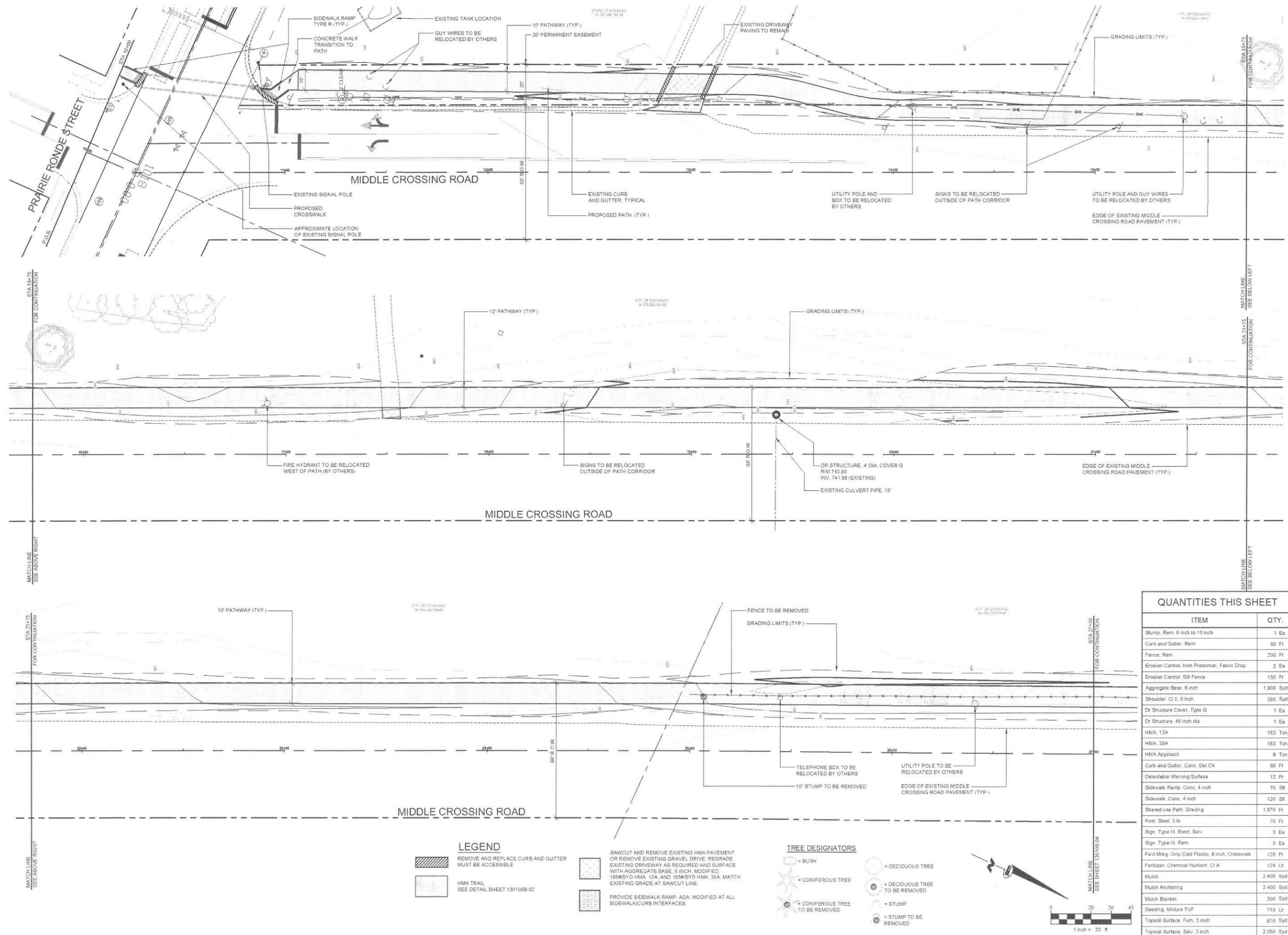
02/08/2013 SCC
FINAL PLAN SUBMITTAL
01/08/2013 SCC
GRADE INSPECTION SUBMITTAL

REVISIONS
DATE: JUNE 2013
SCALE: N.T.S.

DETAILS, NOTES, AND TYPICAL SECTIONS

CONTROL SECTION NO. CM14422 JOB NO. 116074A

CONTROL SECTION NO. CA1422 JOB NO. 118074A



QUANTITIES THIS SHEET

ITEM	QTY.
Stump, Rem. 6 inch to 18 inch	1 Ea
Curb and Gutter, Rem	60 Ft
Fence, Rem	200 Ft
Erosion Control, Inlet Protection, Fabric Drop	2 Ea
Erosion Control, Silt Fence	150 Ft
Aggregate Base, 6 inch	1,900 Syd
Shoulder, CI II, 6 inch	365 Syd
Dr Structure Cover, Type G	1 Ea
Dr Structure, 48 inch dia	1 Ea
HMA, 13A	163 Ton
HMA, 36A	163 Ton
HMA Approach	9 Ton
Curb and Gutter, Conc, Del C4	60 Ft
Detectable Warning Surface	12 Ft
Sidewalk Ramp, Conc, 4 inch	70 Sft
Sidewalk, Conc, 4 inch	120 Sft
Shared use Path, Grading	1,670 Ft
Post, Steel, 3 lb	70 Ft
Sign, Type III, Erect, Salv	3 Ea
Sign, Type III, Rem	3 Ea
Pav't M'kg, Only Cold Plastic, 6 inch, Crosswalk	125 Ft
Fertilizer, Chemical Nutrient, CIA	124 Lb
Mulch	2,400 Syd
Mulch Anchoring	2,400 Syd
Mulch Blanket	300 Syd
Seeding, Mixture TUF	118 Lb
Topsoil Surface, Fur, 3 inch	870 Syd
Topsoil Surface, Salv, 3 inch	2,080 Syd

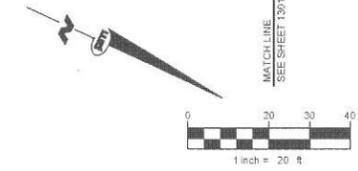
LEGEND

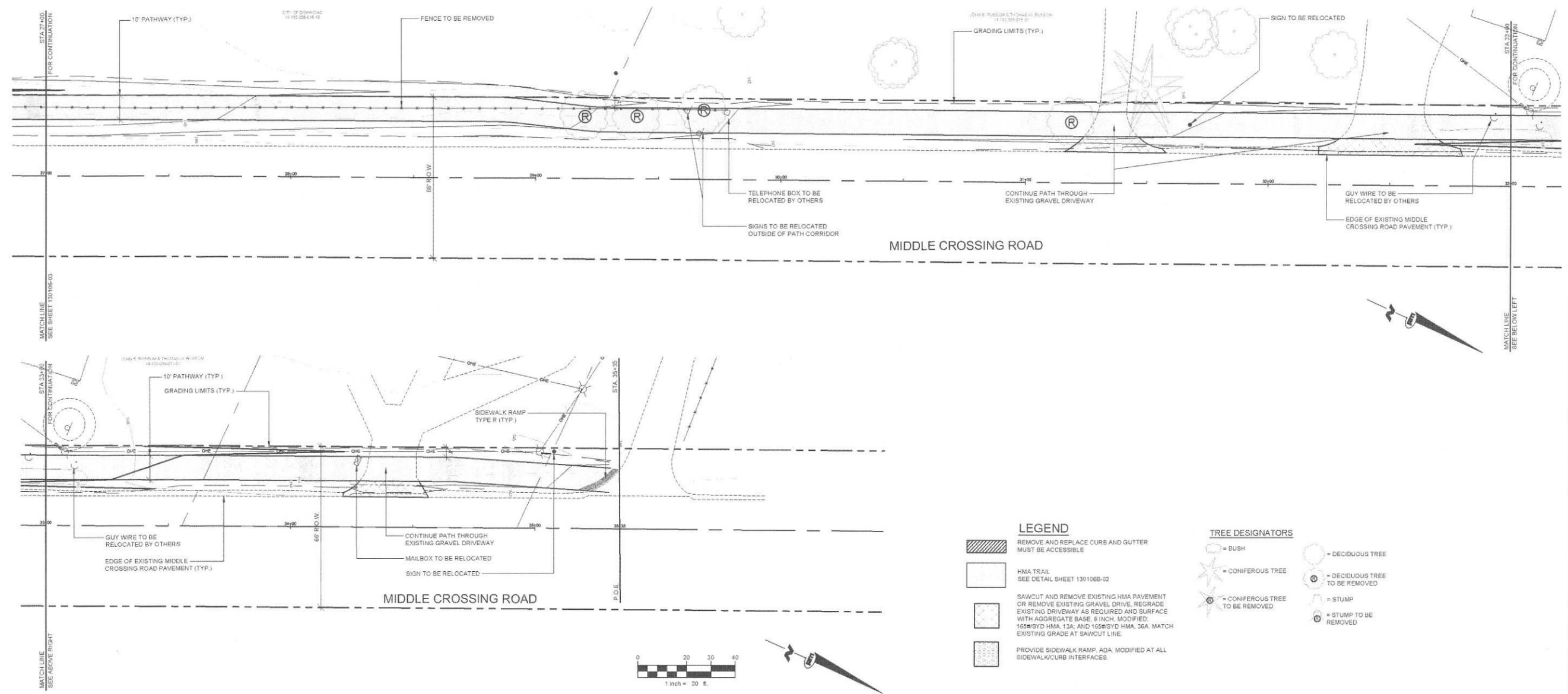
- REMOVE AND REPLACE CURB AND GUTTER MUST BE ACCESSIBLE
- HMA TRAIL SEE DETAIL SHEET 130108B-02

- SAWCUT AND REMOVE EXISTING HMA PAVEMENT OR REMOVE EXISTING GRAVEL DRIVE REGRADE EXISTING DRIVEWAY AS REQUIRED AND SURFACE WITH AGGREGATE BASE, 6 INCH, MODIFIED, 165#/SYD HMA, 13A, AND 185#/SYD HMA, 36A, MATCH EXISTING GRADE AT SAWCUT LINE.
- PROVIDE SIDEWALK RAMP, ADA, MODIFIED AT ALL SIDEWALK/CURB INTERFACES.

TREE DESIGNATORS

- = BUSH
- = CONIFEROUS TREE
- = CONIFEROUS TREE TO BE REMOVED
- = DECIDUOUS TREE
- = DECIDUOUS TREE TO BE REMOVED
- = STUMP
- = STUMP TO BE REMOVED





LEGEND

- REMOVE AND REPLACE CURB AND GUTTER MUST BE ACCESSIBLE
- HMA TRAIL SEE DETAIL SHEET 130106B-02
- SAWCUT AND REMOVE EXISTING HMA PAVEMENT OR REMOVE EXISTING GRAVEL DRIVE. REGRADE EXISTING DRIVEWAY AS REQUIRED AND SURFACE WITH AGGREGATE BASE, 6 INCH, MODIFIED, 165#/SYD HMA, 13A, AND 165#/SYD HMA, 36A. MATCH EXISTING GRADE AT SAWCUT LINE.
- PROVIDE SIDEWALK RAMP, ADA, MODIFIED AT ALL SIDEWALK/CURB INTERFACES.

TREE DESIGNATORS

- = BUSH
- = CONIFEROUS TREE
- = CONIFEROUS TREE TO BE REMOVED
- = DECIDUOUS TREE
- = DECIDUOUS TREE TO BE REMOVED
- = STUMP
- = STUMP TO BE REMOVED



QUANTITIES THIS SHEET	
ITEM	QTY.
Tree, Rem. 19 inch to 36 inch	3 Ea
Tree, Rem. 6 inch to 18 inch	1 Ea
Fence, Rem	300 Ft
Erosion Control, Silt Fence	50 Ft
Aggregate Base, 6 inch	1,030 Syd
Shoulder, CI II, 6 inch	200 Syd
HMA, 13A	77 Ton
HMA, 36A	77 Ton
HMA Approach	16 Ton
Detectable Warning Surface	13 Ft
Sidewalk Ramp, Conc. 4 inch	80 Slt
Shared use Path, Grading	830 Ft
Post, Mailbox	2 Ea
Post, Steel, 3 lb	45 Ft
Sign, Type III, Erect, Salv	2 Ea
Sign, Type III, Rem	2 Ea
Fertilizer - Chemical Nutrient, CI A	71 Lb
Mulch	1,150 Syd
Mulch Anchoring	1,150 Syd
Mulch Blanket	200 Syd
Seeding Mixture TUF	87 Lb
Topsoil Surface, Furn, 3 inch	330 Syd
Topsoil Surface, Salv, 3 inch	1,060 Syd

02/08/23/2013
 FINAL PLAN SUBMITTAL

01/08/12/2013
 GRADE INSPECTION SUBMITTAL

REVISIONS

DATE: JUNE, 2013
 SCALE: 1"=20'

PLAN
 STA 27+00 TO STA 35+35

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 8, 2013

SUBJECT: Consulting Services Contract with Bobbie Jo Hartline

Over the past year Council and staff have been studying ways to further enhance communications with citizens as well as take the next steps to promote the community to regionally.

The additional focus that we will be undertaking will be concentrated on bringing the various elements of the community together to jointly highlight the vibrancy of the community to this region and beyond. Social media (Facebook, Pinterest, Instagram and Twitter) will be a focal point to maximize exposure to various interest groups throughout the region and beyond.

We have been fortunate to engage, Bobbie Jo Hartline to get us started in this effort. Over the past several months she has been working to get us started. The City is now on Facebook and the groundwork is being laid for wayfaring signage, interactive walking tours of the public art and video enhancements to the City's website. SMC graphic arts students will be assisting in the design.

LaGrow Consulting will continue to focus on industrial and commercial efforts outside of the downtown and Vickie Phillipson will continue to focus on the downtown building leases, building sales and building improvement projects. Both will continue to solicit grants in their respective areas and work together when projects overlap.

The basic terms of the agreement are as follows: \$20,000 per year payable monthly with reimbursement for smartphone and transportation.

The attached contract for consulting services will allow for additional communication and marketing.

RECOMMENDATION

Approve a resolution that authorizes a consulting agreement with Bobbie Jo Hartline.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Contract

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

WHEREAS, the City Council of the City of Dowagiac has set forth a goal of improving communications with the citizens of Dowagiac; and

WHEREAS, the City also wishes to explore new ways of marketing the community to business and new potential resident development; and

WHEREAS, the media has changed with an emphasis on social media; and

WHEREAS, Bobbie Jo Hartline has significant, professional experience in news reporting and marketing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dowagiac does hereby authorize the City Manager to enter into an agreement with Bobbie Jo Hartline for professional consulting services regarding social media development and marketing expansion efforts.

ADOPTED/REJECTED

Exhibit "A"

AGREEMENT

Agreement made and entered into this ____ day of _____, 2013 by and between the City of Dowagiac, 241 South Front Street, Dowagiac, Michigan 49047 hereinafter referred to as "CITY" and Bobbi Jo Hartline of _____, Dowagiac, Michigan 49047, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, the City desires to utilize Bobbi Jo Hartline for professional consulting services to include marketing expansion efforts and social media development as well as wayfinding planning on the terms and conditions herein specified; and

WHEREAS, "CONSULTANT" desires to perform said services on the conditions herein set forth; and

WHEREAS, the parties wish, by this Agreement to set forth the specific terms and conditions as follows:

1. General

The City hereby agrees to pay "CONSULTANT", and she agrees to perform the functions of marketing expansion efforts and developing social media sites as well as wayfinding planning.

2. Compensation

The City agrees to pay "CONSULTANT" an annual rate of \$20,000, not including business related expenses, payable in monthly installments, as compensation for rendering the above-mentioned services.

If "CONSULTANT" desires to discontinue professional services, she agrees to give the City Council at least sixty (60) days advance written notice of such discontinuation. If the City desires to discontinue "CONSULTANTS" services, they will provide at least sixty (60) days advance written notice of termination of this agreement.

3. Reimbursable Expenditures and Equipment

The City agrees to supply a laptop computer with appropriate software for "CONSULTANT" to perform the work provided for in this agreement. The "CONSULTANT" shall return the laptop in good working condition upon completion this agreement.

The City agrees to pay for smartphone and data connections up to a maximum of \$60.00 per month. Additionally, City agrees to pay mileage and travel

Exhibit "A"

AGREEMENT

expenditures necessary to fulfill this agreement. All reimbursable expenditures must be approved in advance by the City.

4. Indemnification

The City shall indemnify and hold harmless "CONSULTANT" personally from any and all claims, legal actions, damage suits, loss, judgments, costs and expenses, and attorney fees arising out of or related to any decision and/or conduct by her while serving professional services consultant for the City, except with respect to conduct which is determined to be intentionally tortuous and/or in willful and wanton disregard for the rights of others, including the City of Dowagiac.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF DOWAGIAC

By: Kevin P. Anderson, City Manager

Bobbi Jo Hartline

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

WHEREAS, the following information has been reviewed by the City Manager and City
Treasurer and is being presented to City Council with a recommendation to
approve invoices and payroll #3 for the period ending 11/7/13:

Invoices: 189,914.03
Payroll: 195,016.92
Total: \$384,930.95

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

Invoices	Payroll	Total
\$189,914.03	\$195,016.92	\$384,930.95

ADOPTED/REJECTED

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk

Vendor	Invoice #	Description	Amount
ABSOPURE WATER COMPANY	82958604	BOTTLED WATER/DEPOSIT-25830 NUBOUR	11.50
ABSOPURE WATER COMPANY	82958609	BOTTLED WATER-26461 NUBOUR	49.50
ABSOPURE WATER COMPANY	82832240	BOTTLED WATER-26461 NUBOUR	49.50
ABSOPURE WATER COMPANY	82958595	BOTTLED WATER/DEPOSIT-CH	34.50
AIRGAS GREAT LAKES	9020873568	ACETYLENE TANK	85.11
ALEXANDER CHEMICAL A CARUS COMPANY	SLS10010910	WWTP-CHEMICALS	1,360.00
ALEXANDER CHEMICAL A CARUS COMPANY	SLS10010909	WTP-CHEMICALS	1,283.00
ALEXANDER CHEMICAL A CARUS COMPANY	SCL10002151	DRUM DEPOSIT-RETURN CREDIT	(405.00)
ALEXANDER CHEMICAL A CARUS COMPANY	SLS10011087	WWTP-CHEMICALS	2,863.85
ALEXANDER CHEMICAL A CARUS COMPANY	SCL1002615	DRUM DEPOSIT-RETURN CREDIT	(275.00)
ALEXANDER CHEMICAL A CARUS COMPANY	SCL10002616	DRUM DEPOSIT-RETURN CREDIT	(280.00)
AMERICAN WATER WORKS ASSOCIATION	00025544	MEMBERSHIP RENEWAL-J BRADFORD	295.00
AMWAY GRAND PLAZA HOTEL	11/6/13	LODGING CONFIRMATIONS-327FD673/327FD3VB	667.08
ANDERSON JR, LEON C (ANDY)	11/5/13	ELECTION SERVICE 11/5/13	181.25
APPLIED SPECIALTIES, INC	310232	WWTP-DEWATERING POLYMER	5,148.00
ARNT ASPHALT SEALING, INC	18286	ASPHALT PATCH	1,000.00
ARNT ASPHALT SEALING, INC	18285	ASPHALT PATCH	1,500.00
AT&T MOBILITY	11012013	WIRELESS CHARGES 9/24/13-10/23/13	788.39
AUSRA EQUIPMENT & SUPPLY, INC	IN77190	#80 FEMALE/MALE ADAPTERS	134.45
AUSRA EQUIPMENT & SUPPLY, INC	10/29/13	NEW #80 CASE SKID STEER	45,475.00
AUTOMATED ENERGY, INC	18418	AMERIWOOD METER SUBSCRIPTION	105.00
BELL, VICKY	11/5/13	ELECTION SERVICE 11/5/13	191.25
BROWN, EVELYN	11/5/13	ELECTION SERVICE 11/5/13	197.50
BURNHAM & FLOWER AGENCY, INS	37960	GASB RETIRE HEALTH INS STUDY	3,200.00
CAGNEY, MARY	11/5/13	ELECTION SERVICE 11/5/13	191.25
CAGNEY, THOMAS	11/5/13	ELECTION SERVICE 11/5/13	191.25
CARLILE, GARY	7/15-10/29	MILEAGE REIMBURSEMENT-420 MILES	237.50
CASS OUTDOOR POWER EQUIPMENT, INC	99434	DIAMOND BLADE	209.95
CASS OUTDOOR POWER EQUIPMENT, INC	99443	THROTTLE TRIGGER/OIL MIX/BAR OIL	37.76
CASS OUTDOOR POWER EQUIPMENT, INC	99347	NEW CHAINSAW/BAR/CHAIN/OIL/CASE	345.43
CHEAPER THAN DIRT!	9466971	#6024 RIFLE CASE	40.07
CHENNAULT, THURMAN	11/5/13	ELECTION SERVICE 11/5/13	187.50
CHET NICHOLS, INC	396145	LEMON GREASE GRABBER	18.99
CHRISTMAS FOR RENT.COM	43	REINSTALL LIGHTS W/NEW CLIPS-DEPOT	1,247.78
CINTAS LOCATION #336	0G18082166	FIRST AID KIT-WWTP	39.09
CINTAS LOCATION #336	0G18082167	FIRST AID KIT-DPS GARAGE	137.33
CINTAS LOCATION #336	0G18082169	FIRST AID KIT-CH	32.63
COMCAST	8771402380021236	INTERNET SERVICE-CH	119.11
COMCAST	8771402380126332	INTERNET SERVICE-FD	69.90
CONESTOGA-ROVERS & ASSOCIATES	423889	RHOADES MCKEE/DOWAGIAC LANDFILL	5,882.63
CONESTOGA-ROVERS & ASSOCIATES	426248	2013 OMM ACTIVITIES	1,783.48
CONSUMERS CONCRETE CORPORATION	112483	EXPANSION FIBER	4.83
CREATIVE VINYL SIGNS	25267	SIGNS-GRASS CLIPPINGS/BRUSH	112.00
CREATIVE VINYL SIGNS	24797	#80 2" NUMBERS	5.00
CREATIVE VINYL SIGNS	25232	CEMETERY MAP SIGN	166.00
CREDITORS SERVICE BUREAU	005567	COLLECTION BUREAU FEES	48.99
DORNBOS SIGN & SAFETY, INC	INV13481	STOP SIGNS	49.12
DORNBOS SIGN & SAFETY, INC	INV13518	PORTABLE STOP SIGN STANDS	437.18
DOUBLEDAY OFFICE PRODUCTS, INC	145507I	GLOVES	53.97
DOUBLEDAY OFFICE PRODUCTS, INC	145505	DISINFECTING WIPES	56.94
DOUBLEDAY OFFICE PRODUCTS, INC	145734I	COPY PAPER	52.50
EAU CLAIRE FRUIT EXCHANGE	29130	STUMP KILLER	93.18
EAU CLAIRE FRUIT EXCHANGE	635080	FERTILIZER	43.95
FILLMORE EQUIPMENT, INC	P67640	#JD2155 OIL/FUEL FILTERS/FILTER ELEMENT	37.33
FRONTIER	23118907970401035	PHONE SERVICE 9/20-10/19	1,784.12

Vendor	Invoice #	Description	Amount
GEMPLER'S	1019816117	RAIN SUIT/LEATHER GLOVES	252.10
GIZZI, ERIC	2012-8132	MILEAGE REIMBURSEMENT-16 MILES	9.04
GRAMES TIRE & BATTERY, INC	2506	#132(7) TIRE REPAIR	16.95
GRAMES TIRE & BATTERY, INC	2521	ARROW TRAILER-NEW TIRES/REPAIR	160.95
GRAMES TIRE & BATTERY, INC	2523	#80 BRASS VALVE STEM	8.95
GRAMES TIRE & BATTERY, INC	2505	#PD131 TIRE REPAIR	17.95
GRAMES TIRE & BATTERY, INC	2488	#80 TIRE REPAIR	20.95
GRAMES TIRE & BATTERY, INC	2536	#15 TIRES	173.90
GRANT, WILLIAM DAVID	11/6/13	MUSEUM CLEANING SERVICE 10/1-10/31	306.00
HAAS ALARMS AND SERVICE, INC	059360	KEY PAD ENTRY-PD	392.49
HACH COMPANY	8528990	WWTP-LAB SUPPLIES	558.99
HALE'S HARDWARE, INC	D29429	100' CHALK LINE	11.63
HALE'S HARDWARE, INC	D29434	#150 FASTENERS	2.40
HALE'S HARDWARE, INC	C40031	540' STRING LINE/GAS CYL/FILE	19.39
HALE'S HARDWARE, INC	D29642	#132LT STEEL ROD	3.49
HALE'S HARDWARE, INC	A6774	#134LT CLR SEALANT	8.24
HALE'S HARDWARE, INC	C40408	#132LT STEEL ROD	3.87
HALE'S HARDWARE, INC	C40945	TOOL HOLDERS/LADDER HOOK/HANDLES	58.86
HALE'S HARDWARE, INC	C41091	175W BULB	20.36
HALE'S HARDWARE, INC	C41006	SHIPPING CHARGES	42.11
HALE'S HARDWARE, INC	C41191	BOTTLED WATER	13.56
HALE'S HARDWARE, INC	C41356	HOSE HANGER	5.33
HALE'S HARDWARE, INC	B39111	FAUCET AERATORS	8.52
HALE'S HARDWARE, INC	C42122	#102 FLOOR-STL BAR/STL ANGLE	24.23
HALE'S HARDWARE, INC	A6816	#102 WIND/DR SEALANT/FOAM SEALANT	11.23
HALE'S HARDWARE, INC	B38957	PLEXIGLASS/RAT PELLETS/GREEN PAINT	77.17
HALE'S HARDWARE, INC	B38977	STL HANDLE/SCOOP/SNOW SHOVEL	40.21
HALE'S HARDWARE, INC	C42322	#2-60 CARB HOLE SAW	9.21
HALE'S HARDWARE, INC	B39450	TIE DOWNS	12.60
HALE'S HARDWARE, INC	A6829	RUBBER COATING	8.72
HALE'S HARDWARE, INC	C41329	OPERATING/BLDG SUPPLIES	52.69
HALE'S HARDWARE, INC	C41405	PROPANE EXCHANGE	38.78
HAMPTON INN DETROIT/MADISON HTS	11/24/13	RESERVATION CONFIRMATION 80918342-	186.30
HANSON BEVERAGE SERVICE	742888	DISTILLED WATER	31.00
HARDING'S MARKET, INC	337013	SUPER GLUE	4.23
HARNDEN, SHARON	11/5/13	ELECTION SERVICE 11/5/13	197.50
HARTLINE, BOBBIE JO	OCT	CONSULTATION WORK 10/13	1,825.74
HERALD-PALLADIUM	9128	SUBSCRIPTION RENEWAL-CITY MGR	254.00
HI-TECH SMR COMMUNICATIONS	SMR15572	PAGER REPAIR	155.00
HI-TECH SMR COMMUNICATIONS	SMR15637	#80 NEW MOBILE RADIO	208.00
HI-TECH SMR COMMUNICATIONS	SMR15617	#125 RADIO REPAIR	125.00
INTERNET BUSINESS SOLUTIONS	13585	MONTHLY WEBSITE MTCE	39.95
J DOHENY SUPPLIES INC	A67943	#11 AIR CYLINDER	229.57
JOHN & CURT'S BRAKE & ALIGNMENT	10/18/13	#9 TRAC BAR/TIE ROD/ALIGN FR END	283.34
JORDAN, DONNA	11/5/13	ELECTION SERVICE 11/5/13	187.50
JUDD LUMBER COMPANY, INC	2526857	BITS/SCREWS	14.97
JUDD LUMBER COMPANY, INC	2526858	TAPCON SCREWS	4.50
JUDD LUMBER COMPANY, INC	2526883	REDI-MIX MORTAR	26.45
JUDD LUMBER COMPANY, INC	2527067	REDI-MIX MORTAR	10.58
JUDD LUMBER COMPANY, INC	2527095	STUDS/REMESH MAT/ROD/BITS/SCREWS	78.99
JUDD LUMBER COMPANY, INC	2527112	TREATED BALUSTERS/SCREWS/BITS	13.47
JUDD LUMBER COMPANY, INC	2527121	CONCRETE & MORTAR PATCH	21.96
KARASEK, MARY	11/5/13	ELECTION SERVICE 11/5/13	191.25
KENT RECORD MANAGEMENT, INC	0041940	SHREDDING SVC 10/1-10/31 CM	120.00
KENT RECORD MANAGEMENT, INC	0041941	SHREDDING SVC 10/1-10/31 PD	30.00

Vendor	Invoice #	Description	Amount
LAWSON PRODUCTS, INC	9302011217	RECIP	387.79
LAWSON PRODUCTS, INC	9301986600	RUBBER GLOVES/WASHERS/SCREWS/FUSES	408.93
LEADER PUBLICATIONS, INC	99497	MISC PUBLICATIONS	288.37
LOUNSBURY EXCAVATING, INC	10/31/13	RUSSOM PARK RENOVATIONS-PAY APP #4	53,508.00
MCDONALD UNDERGROUND	297	DIRECTIONAL BORE-MAIN/FRONT	6,750.00
MI ASSOCIATION CHIEFS OF POLICE	1564	WINTER 2014 REGISTRATION #5339-BRADFORD	235.00
MI ASSOCIATION CHIEFS OF POLICE	1565	WINTER 2014 REGISTRATION #4678-	235.00
MI COMMUNITY ACTION AGENCY ASSOC	11/13	EU-MONTHLY PYMT ALLOCATION-11/13	11,408.41
MICHIGAN STATE POLICE-CASHIERS OFC	551-401998	COURSE REGISTRATION FEE-DAVIS	50.00
MIDWEST ENERGY	3503301	CCWS-WATER TOWER	851.39
MILLER JOHNSON	1503990	LEGAL SVC THROUGH 10/28/13	1,900.00
MORETTI GROUP	00065018	COURT REPORTING SVC-WWTP IMP PROJECT	363.00
MTL, INC	15291	MOWING RUSSOM PARK	355.00
NICHOLS, BEVERLY	11/5/13	ELECTION SERVICE 11/5/13	181.25
PARAGON LABORATORIES, INC	42078-77565	NPDES ANALYSIS	549.00
PARAGON LABORATORIES, INC	42078-77571	WWTP NPDES TESTING	549.00
PAYNE, JASON	11/04/2013	UB refund for account: 16-1887-17	118.23
PETERSEN, MICHAEL	11/5/13	ELECTION SERVICE 11/5/13	187.50
PETTY CASH	10/25/13	OPERATING SUPPLIES	109.97
POWER LINE SUPPLY, INC	5774976	SWITCHES	427.47
POWER LINE SUPPLY, INC	5775413	BOX PAD/SWITCH GEAR	2,018.38
POWER LINE SUPPLY, INC	5773048	BOLTS/U-GUARDS/METER SOCKETS	499.47
PRAIRIE RONDE REALTY	1217	NOV RENT-DART	150.00
PRECISION DATA PRODUCTS	I0000393600	SCANNERS	884.50
PREFERRED PRINTING, INC	26345	BUSINESS CARDS-DAVIS	34.50
PREFERRED PRINTING, INC	26346	#10 WINDOW ENVELOPES	130.00
PREFERRED PRINTING, INC	26359	SHIPPING CHARGES	77.95
PVS TECHNOLOGIES, INC	179660	WWTP-FERROUS CHLORIDE	1,863.44
QUILL CORPORATION	6731785	HAND SANITIZER	53.88
RELIABLE DISPOSAL, INC #646	0646-000797698	DUMPSTER-WAREHOUSE	254.76
RHOADES MCKEE	236941	ENVIRONMENTAL-LANDFILL	1,090.00
RIETH-RILEY CONSTRUCTION COMPANY	71969257	ASPHALT	106.43
RIETH-RILEY CONSTRUCTION COMPANY	7169267	ASPHALT	199.10
RIETH-RILEY CONSTRUCTION COMPANY	7169280	ASPHALT	101.66
RIETH-RILEY CONSTRUCTION COMPANY	7169329	ASPHALT	95.31
RIETH-RILEY CONSTRUCTION COMPANY	7169295	ASPHALT	195.92
ROHDY'S HEATING & COOLING, LLC	3286	HEATING REPAIR-FIRE STATION	323.20
RUTKOWSKE, JASON	10/29/13	MEAL REIMBURSEMENT-BATTLE CREEK	12.00
SAFETY SERVICES, INC	058014	NEW GAS MONITOR/GASES	929.50
SCHILLING'S WASH & WAX	10/31/13	CAR WASH-PD	7.00
SIMPSON, KEN	131111	ELECTRICAL INSPECTIONS	671.40
SOIL AND MATERIALS ENGINEERS, INC	45645	ASPHALT DENSITY TESTING-RUSSOM PARK	950.00
SOUTHERN MICHIGAN SEED, INC	B130403	GRASS SEED	332.00
STATE OF MICHIGAN-MDEQ	837324	ANNUAL WATER SUPPLY FEE	2,909.22
STATE OF MICHIGAN-TECH, MGT, BUDGET	14-000360	RADIO FEE	50.00
SYMONDS MACHINE COMPANY	53547	REPAIR DRIVE CONTROLLER/PLC PROGRAM	1,202.50
THE AMERICAN ROAD MACHINERY COMPANY	39083	#132LT HUB/BACK PLATE	340.85
THE AMERICAN ROAD MACHINERY COMPANY	39082	#132LT CLUTCH ASSY	448.52
THE RIDGE COMPANY	534008	#132 BLADE (TRAILER PLUG)	17.69
THE RIDGE COMPANY	533487	#150 OIL	51.96
THE RIDGE COMPANY	533549	#150 AIR/OIL FILTERS	53.74
THE RIDGE COMPANY	533922	#80 HYD HOSE/FITTINGS	138.90
THE RIDGE COMPANY	534796	#105 HYD HOSE/FITTINGS	58.58
THE RIDGE COMPANY	534083	#6 BLOW MOTOR	102.59
THE RIDGE COMPANY	536248	#FD2-60 WIPER SWITCH/TORX BITS	71.65

Vendor	Invoice #	Description	Amount
THE RIDGE COMPANY	536130	#FD2-60 TORCH KIT/PROPANE/SOLDER	51.67
THE RIDGE COMPANY	536047	#FD2-60 GROMMETS/CLAMP/RELAY/BATTERY CBL	61.02
THE RIDGE COMPANY	535640	MIG WELDER TIPS	13.69
THE RIDGE COMPANY	534978	#06 OIL/AIR FILTER	21.36
THE RIDGE COMPANY	534890	#11 FUEL/OIL FILTERS	57.27
THE RIDGE COMPANY	534813	#104 REPLACEMENT LAMP	29.10
THE RIDGE COMPANY	532966	#145 AIR FILTER	18.81
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT 9/19-10/18	60.00
TOXOPEUS, DAVID	10/29/13	MEAL REIMBURSEMENT-LANSING	14.09
TURF SERVICES	32634	REPAIR LEAK-CEMETERY	118.25
UNDERGROUND PIPE & VALVE, INC	208943	3/4" COPPER COIL	371.00
UNDERGROUND PIPE & VALVE, INC	706473	120 V RELAY	120.00
UNIQUE CUTTING & METAL WORKS	962	#80 SNOWPLOW MOUNT	350.00
USA BLUEBOOK	180187	DO METER/PROBE	587.88
USA BLUEBOOK	188505	CCWS-REPAIR/SPARE PARTS-CHEMICAL PUMPS	476.88
VANDERVRIES, EDWARD	11/13	ASSESSING SERVICES 11/13	1,775.00
VERIZON WIRELESS	9713837495	AMERIWOOD MODEMS PERIOD ENDING 10/23/13	27.41
VERIZON WIRELESS	9713828193	MIFI CARD PERIOD ENDING 10/23/13	38.01
VERIZON WIRELESS	9713837474	DPS/CCDET PERIOD ENDING 10/23/13	380.10
VERIZON WIRELESS	9713636731	CELL PHONES PERIOD ENDING 10/21/13	156.16
VESCO OIL CORPORATION	3467059-00	EMPTY DRUM-RECYCLED OIL	75.00
WAINWRIGHT, EDDIE	10/31/13	PLUMB/MECH INSPECTIONS 8/31/13-10/30/13	1,844.00
WEST SIDE TRACTOR SALES	U12950	#150 SWITCH	46.47
WIGGINS, DANIEL	188028025202	CELL PHONE REIMBURSEMENT 9/24-10/23	60.00
WIGGINS, DANIEL	10/29/13	MEAL REIMBURSEMENT-BATTLE CREEK	12.00
WIGHTMAN & ASSOCIATES, INC	45721	NPDES PERMIT REVIEW	90.00
WIGHTMAN & ASSOCIATES, INC	45723	CMAQ-HILL/MIDDLE CROSSING	209.00
WIGHTMAN & ASSOCIATES, INC	45714	ENG SVC-LOWER MILL POND DAM	2,152.27
WILBUR-ELLIS COMPANY	7614427	FERTILIZER	585.00
WOLVERINE ELECTRICAL CONTG INC	20628	TRAFFIC SIGNAL MTCE-LOWE/PR RONDE	660.00
WOODRUFF, ROBERTA	11/5/13	ELECTION SERVICE 11/5/13	106.25
ZBATTERY.COM, INC	I165196	BATTERIES	49.62
Total:			189,914.03