



REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, November 25, 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 – November 11, 2013
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- APPOINTMENTS –
1. Swearing in of elected City official: Don Lyons, Mayor
 2. Russom Park Committee – Recommended by Mayor and offered by Mayor Pro-Tem to change one of the appointments from Kevin Anderson to the City Manager or his designee.
 3. Board of Review– Recommended by Mayor and offered by Mayor Pro-Tem:
Re-appoint JoAnn Ausra for a term expiring December 2016.
 4. Construction Board of Appeals– Recommended by Mayor and offered by Mayor Pro-Tem:
Appoint Guy Evans to fill the unexpired term of December 2015.
 5. Local Officers Compensation Commission– Recommended by Mayor and offered by Mayor Pro-Tem:
Re-appoint Jonathan Korzun for a term expiring December 2018.
 6. Museum Advisory Committee – Recommended by Mayor and offered by Mayor Pro-Tem:
Appoint Andrea (Andy) Jackson to fill the unexpired term of July 2016.

RESOLUTIONS –

1. Resolution authorizing the SAW grant agreement.
2. Resolution authorizing an airport manager contract with Oscar Azevedo.
3. Resolution authorizing a USDA revolving loan fund.
4. Resolution to accept artifact donations into the Dowagiac History Museum.
5. Resolution authorizing cancellation of the December 23, 2013 City Council meeting.
6. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

<u>BILLS</u>	<u>PAYROLL (4)</u>	<u>TOTAL</u>
\$776,051.76	\$133,864.00	\$909,915.76

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, November 11, 2013

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

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

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

ABSENT: Mayor Donald D. Lyons; Councilmember James B. Dodd.

STAFF: City Manager Kevin P. Anderson.

In honor of Veterans Day, Mayor Pro-Tem Laylin called for a moment of silence for all military veterans and persons currently serving our country in all branches of the military.

Councilmember Schuur moved and Councilmember Hunt seconded that the minutes of the October 28, 2013 meeting be approved.

Approved unanimously.

COMMENTS FROM THE AUDIENCE (AGENDA)

Junior Oliver, 416 Chestnut Street

COMMUNICATIONS-

1. Communications from elected City officials indicating their compliance with Section 14.11 of the Dowagiac City Charter. (To be received and placed on file.)

Mayor Pro-Tem Laylin declared that the communications be received and placed on file.

2. Communications from various City employees indicating their intent to transact business with the City of Dowagiac. (To be received and placed on file.)

Mayor Pro-Tem Laylin declared that the communications be received and 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 Candlelight Parade, December 6, 2013.

Councilmember Schuur moved and Councilmember Hunt seconded to grant the request.

Approved unanimously.

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APPOINTMENTS-

1. Swearing in of elected City officials.

Lori Hunt	Councilmember – Ward 1
Bob Schuur	Councilmember – Ward 2
Leon Laylin	Councilmember – Ward 3

Chair was turned over to Councilmember Schuur for appointment of Mayor Pro-Tem.

2. Appointment of Mayor Pro-Tem.

Councilmember Schuur moved and Councilmember Burling seconded to approve Leon Laylin as Mayor Pro-Tem.

Approved unanimously.

Chair was returned to Mayor Pro-Tem.

3. Construction Board of Appeals- Recommended by Mayor Pro-Tem:
Re-appoint Pat O'Keefe to fill an unexpired term of December 2018.

Councilmember Schuur moved and Councilmember Gross seconded to approve the Mayor Pro-Tem's appointment.

Approved unanimously.

RESOLUTIONS-

1. Resolution authorizing the SAW grant agreement.

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

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Resolution #1
November 11, 2013

City of Dowagiac
County of Cass

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the Council of the City of Dowagiac
County of Cass, State of Michigan, (the "Municipality") held on
November 11, 2013.

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 \$993,000 ("Grant") be requested from the MFA and
the DEQ to pay for the above-mentioned undertaking(s); and

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OTHER FORMAT.

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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. City Manager (*title of the designee's position*), a position currently held by Kevin Anderson (*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:

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RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the _____ Council _____ of the _____ City _____ of _____ Dowagiac _____, County of _____ Cass _____, 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 James Snow

11th day of November, 2013, Clerk

City of Dowagiac County of Cass

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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

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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.

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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.

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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.

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(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.

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

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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.

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

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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:

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

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2. Resolution to enter into a contract with the Michigan Department of Transportation for a non-motorized pathway at Russom Park.

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

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 unanimously.

3. Resolution authorizing an agreement to settle pending lawsuit.

Councilmember Burling offered and moved the adoption of the following resolution; seconded by Councilmember Gross. (Roll Call)

WHEREAS, in February 2013 the Wests made a claim against the City of Dowagiac for alleged environmental damages to their property pursuant to the former landfill on Nubour Road; and

WHEREAS, there is a pending lawsuit in the U.S. District Court for the Western District of Michigan, Case No. 1:13-cv-491; and

WHEREAS, the City has hired environmental consultants and environmental engineers to defend the City against said claims; and

WHEREAS, the City agreed to mediation to discuss the potential of settling this lawsuit; and

WHEREAS, the City's attorney for this matter, Rhoades McKee of Grand Rapids, has recommended it best to settle the case at this time.

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NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac will enter into the attached Settlement Agreement, which ultimately dismisses the case with prejudice.

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: One (1) Dodd

Abstain: None (0)

4. Resolution to enter into a contract with Bobbie Jo Hartline for consulting services.

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

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 unanimously.

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

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

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

Invoices:	189,914.03
Payroll:	<u>195,016.92</u>
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:

<u>Invoices</u>	<u>Payroll</u>	<u>Total</u>
\$189,914.03	\$195,016.92	\$384,930.95

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: One (1) Dodd

Abstain: None (0)

Upon motion by Councilmember Schuur, and seconded by Councilmember Hunt, the Dowagiac City Council adjourned at 7:32 p.m.

Mayor Pro-Tem Leon D. Laylin

Kevin P. Anderson, City Manager

CITY OF DOWAGIAC

Appointment #1
November 25, 2013

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 22, 2013

SUBJECT: Swearing in of Elected City Official

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 is as follows:

Donald D. Lyons Mayor

Therefore, swearing in of this elected City official will be conducted at Monday's Council meeting.

CITY OF DOWAGIAC

Appointment #2
November 25, 2013

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 22, 2013

SUBJECT: Russom Park Committee Appointment

In 2009 the City of Dowagiac and Silver Creek Township formed a joint committee to work on the development of the master plan for Russom Park as well as develop operating procedures and maintenance plans for said park. The City Council appoints three persons to the six-member committee. Current appointments are Jim Benedix, Lori Hunt and Kevin Anderson.

With the expansion of the City's role with the CAUA, the City Manager on occasion has a conflict with the meeting time with the Russom Park Committee. Instead of specifying the City Manager by name, it is requested that the appointment to the Russom Park Committee be changed to read, "the City Manager or his designee." The other two appointments would remain unchanged.

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

WHEREAS, Russom Park has long served the community as a youth sports facility, and;

WHEREAS, the City of Dowagiac and Silver Creek Township have each entered into grant agreements for the acquisition of Russom Park, and;

WHEREAS, cooperation between the City and Township and users is important to the park's future success.

NOW, THEREFORE, BE IT RESOLVED that a joint advisory committee consisting of City residents and Township residents be formed to aid in the planning for improvements and developing of recommendations on how these improvements should be funded be put in place.

BE IT FURTHER RESOLVED that the following guidelines should define and govern the committee's role:

1. The initial committee would be formed for planning and oversight, with the clear understanding that this committee would not be involved in field maintenance. It is expected that responsibility for field maintenance would remain with the Athletic Association.
2. The committee would work on the development of a master plan for the entire site, as well as explore the potential pros and cons of forming recreation authority with other townships.
3. The committee is a recommending body and, since there's an even number of seats, a two-thirds vote would be required for all recommendations.
4. Any cost for master plans would be shared on a 50/50 basis. Expenditures could only be made with budget approval from each governing body.
5. The committee will comprise of a six-member group; three from Silver Creek Township and three from the City of Dowagiac. Each governmental body would independently appoint their members. The City appointment shall be made by the Mayor with the concurrence of Council.

BE IT FURTHER RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize a committee to be formed in a timely manner.

ADOPTED/REJECTED

CITY OF DOWAGIAC

Appointment #3
November 25, 2013

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 22, 2013

SUBJECT: Appointments to Boards and Commissions

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

Board of Review

- ✓ Re-appoint JoAnn Ausra for a term expiring December 2016.

Construction Board of Appeals

- ✓ Appoint Guy Evans to fill the unexpired term of December 2015.

Local Officers Compensation Commission

- ✓ Re-appoint Jonathan Korzun for a term expiring December 2018.

Museum Advisory Committee

- ✓ Appoint Andrea (Andy) Jackson to fill the unexpired term of July 2016.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 22, 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. This grant application was approved at the last Council meeting.

Additionally, it was reported that another SAW Grant application was being prepared for an asset management plan for the WWTP. The final details will be completed over the weekend and will be ready for the November 25, 2013 Council meeting. This grant is expected to be about \$422,000.

Grant applications are due by December 2, 2013.

RECOMMENDATION

Approve a resolution authorizing the application for a SAW grant.

Support Documents:

Cover Memo-City Mgr.
Resolution

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 22, 2013

SUBJECT: Airport Manager Contract

Several months ago the airport manager contract with Gary Carlile was extended until April 2014 so that he could be on board to complete the bulk of the Russom Park construction projects and also complete work on the required Airport Layout Plan. Since that time Gary and I have been discussing the transition to a new airport manager and I am very pleased to report that Oscar Azevedo of IF Design.Solutions has expressed an interest in the position.

Mr. Azevedo has been a long-time tenant in one of the hangars, has a very strong passion for airplanes, strong contacts in the aviation industry and a solid business mind. These characteristics fit the mold of what has proven successful at other, small city airports where a combination of passion and business skill attracts both local and regional for airport use which should, in the long run, increase use, increase the sale of fuel and increase interest in hangar space.

A contract with Mr. Azevedo has been prepared that would be in the amount of \$10,000 annually. The initial term would be for one year with renewal provisions. The work is being done as an independent contractor.

RECOMMENDATION

Authorize the resolution to enter into an airport manager contract with Oscar Azevedo per the terms stated in the contract.

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, as owner of the Cass County Memorial Airport, is responsible for the effective operation and management thereof; and

WHEREAS, the City has in the past maintained a contractual relationship for the provision of airport management services; and

WHEREAS, upon expiration of the current airport manager's contract in April of 2014, the City wishes to enter into an airport management agreement with Mr. Oscar Azevedo of Dowagiac, Michigan.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its city Council, does hereby approve of and enter into a contract with Mr. Oscar Azevedo for the airport management services according to the terms and conditions of the contract as attached herewith and by reference made a part hereof; and

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

ADOPTED/REJECTED

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made between the City of Dowagiac (“City”), with a principal place of business at 241 S. Front Street, Dowagiac, Michigan, 49047, and Oscar Azevedo (“Mr. Azevedo”), with a principal place of business at 57731 Sink Road, Dowagiac, Michigan, 49047.

WITNESSETH:

WHEREAS: the City desires to obtain the independent contract services of Mr. Azevedo as Airport Manager of the City of Dowagiac on the terms and conditions herein specified; and,

WHEREAS: Oscar Azevedo 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 Purpose.** The City hereby agrees to contract with and pay Mr. Azevedo for services to perform the functions and duties of Airport Manager of the City of Dowagiac.
2. **Term of Agreement.** This Agreement will become effective when signed by both parties and shall continue for a period of one year. This Agreement may be extended or renewed by written Agreement signed by both parties. This Agreement may be terminated on 60 days’ written notice by either party to this Agreement as outlined in this Agreement. All provisions of this Agreement shall apply to all services and all periods of time in which Mr. Azevedo renders services for City.
3. **Terminating the Agreement.** If Mr. Azevedo desires to voluntarily terminate this agreement without reasonable cause to stop providing independent contract services to the City, Mr. Azevedo will provide City Council at least sixty (60) days advance written notice of termination of this Agreement. If the City desires to discontinue using Mr. Azevedo’s independent services, the City will provide Mr. Azevedo with at least sixty (60) days advance written notice of termination of this Agreement. Either party may terminate this Agreement immediately with reasonable cause by giving written notice of termination to the other party. For purposes of this Agreement, reasonable cause shall be defined as
 - a material violation of this Agreement, or
 - any act exposing the other party to liability to third parties for personal injuries or damage to property, real or personal.

4. **Services to be Performed.** Mr. Azevedo agrees to perform the following services for City:
 - a. Ensure airport compliance with Federal Aviation Administration and Michigan Department of Transportation Aeronautics regulations.
 - b. Collaborate with aeronautic consultants for Airport planning, design and construction projects.
 - c. Maintain airport fuel system and runway lighting system.
 - d. Coordinate snow plowing and turf maintenance with City staff or private contractors.
 - e. Oversee airport terminal.
 - f. Issue Notices to airmen (NOTAMS) advising pilots of conditions at airport.
 - g. Negotiate contracts/leases with airport tenants.
 - h. Mr. Azevedo's work hours will be determined by Mr. Azevedo.
 - i. The order and sequence of services is to be determined by Mr. Azevedo based on his judgment as an independent contractor.
 - j. The City may request updates on the Airport from time to time; however, Mr. Azevedo is not required to provide oral or written reports at specific intervals.

5. **Payment.** In consideration for the services to be performed by Mr. Azevedo, City agrees to pay Mr. Azevedo the flat sum of \$833.33 a month for each month services are provided.

6. **Terms of Payment.** Mr. Azevedo shall invoice City on a monthly basis verifying completion of services that have been completed by Mr. Azevedo. The City will pay Mr. Azevedo within fourteen (14) business days of receiving the invoice.

7. **Expenses.** Mr. Azevedo shall be responsible for the following expenses: Driver's License fees and Pilot License fees as applicable. The City will reimburse Mr. Azevedo for mileage for any City related travel at rates established by City policy.

8. **Materials.** Mr. Azevedo will furnish all materials, equipment, and supplies used to provide the services required by this Agreement. **The City will allow the use of:** copy machines, telephones, snow plow and mowers.

9. **Independent Contractor Status.** The parties agree that Mr. Azevedo is an independent contractor, and that neither Mr. Azevedo nor Mr. Azevedo's employees or contract personnel are, or shall be deemed to be, employees of City. In its capacity as an independent contractor, Mr. Azevedo agrees to and represents the following:
 - Mr. Azevedo has the right and does fully intend to perform services for third parties during the term of this Agreement.

- Mr. Azevedo has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Mr. Azevedo has the right to perform the services required by this Agreement at any place or location and at such times as Mr. Azevedo may determine.
- Mr. Azevedo has the right to hire assistants as sub-contractors or to use employees to provide the services required by this Agreement.
- The services required by this Agreement shall be performed by Mr. Azevedo, or Mr. Azevedo's employees or contract personnel, and City shall not hire, supervise, or pay any assistants to help Mr. Azevedo.
- Neither Mr. Azevedo nor Mr. Azevedo's employees or contract personnel shall receive any training from City in the professional skills necessary to perform the services required by this Agreement.
- Neither Mr. Azevedo nor Mr. Azevedo's employees or contract personnel shall be required by City to devote full time to the performance of the services required by this Agreement.
- Mr. Azevedo does not receive the majority of its annual compensation from City.

The parties acknowledge and agree that City is entering into this Agreement with reliance on the representations made by Mr. Azevedo relative to its independent contractor status.

10. Permits and Licenses. Mr. Azevedo declares that he has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

11. State and Federal Taxes. City will not

- withhold FICA (Social Security and Medicare taxes) from Mr. Azevedo's payments or make FICA payments on Mr. Azevedo's behalf, or
- make state or federal unemployment compensation contributions on Mr. Azevedo's behalf, or withhold state or federal income tax from Mr. Azevedo's payments.

Mr. Azevedo shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Mr. Azevedo is not a City, self-employment (Social Security) taxes. On demand, Mr. Azevedo shall provide City with proof that such payments have been made.

12. **Fringe Benefits.** Mr. Azevedo understands that neither Mr. Azevedo nor Mr. Azevedo's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of City.

13. **Worker's Compensation.** City shall not obtain worker's compensation insurance on behalf of Mr. Azevedo or Mr. Azevedo's employees. If Mr. Azevedo hires employees to perform any work under this Agreement, Mr. Azevedo will cover them with worker's compensation insurance and provide City with a certificate of worker's compensation insurance before the employees begin work.

14. **Unemployment Compensation.** City shall make no state or federal unemployment compensation payments on behalf of Mr. Azevedo or Mr. Azevedo's employees or contract personnel. Mr. Azevedo will not be entitled to these benefits in connection with work performed under this Agreement. If Mr. Azevedo files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Mr. Azevedo shall be deducted from and be an offset against the amount of compensation due and payable to Mr. Azevedo by City under this Agreement.

14. **Indemnification.** The City shall indemnify and hold harmless Mr. Azevedo 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 him while serving as Airport Manager for the city, except with respect to conduct which is determined to be intentionally tortuous and/or win willful and wanton disregard for the rights of others, including the City of Dowagiac.

15. **Exclusive Agreement.** This is the entire Agreement between Mr. Azevedo and City.

16. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.

17. **Confidentiality.** Mr. Azevedo will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of City without City's prior written permission except to the extent necessary to perform services on City's behalf. Proprietary or confidential information includes

- the written, printed, graphic, or electronically recorded materials furnished by City for Mr. Azevedo to use;
- business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind; and
- information belonging to customers and suppliers of City about whom Mr. Azevedo gained knowledge as a result of Mr. Azevedo's services to City. Mr.

Azevedo shall not be restricted in using any material that is publicly available, already in Mr. Azevedo's possession, or known to Mr. Azevedo without restriction, or that is rightfully obtained by Mr. Azevedo from sources other than City. On termination of Mr. Azevedo's services to City, or at City's request, Mr. Azevedo shall deliver to City all materials in Mr. Azevedo's possession relating to City's business.

18. Disputes Resolution. Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that City violated any state or federal statutes, common-law doctrine, or committed any tort with respect to Mr. Azevedo shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of his or her own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

19. Applicable Law. This Agreement will be governed by the laws of the State of Michigan.

20. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to City at 241 S. Front Street, Dowagiac, MI 49047, and to Mr. Azevedo at the address shown below under Mr. Azevedo's signature. Each such notice or other communication shall be deemed given, delivered, and received on its actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the U.S. Postal Service's return receipt. Any party to this Agreement may give a notice of a change of its address to the other party(ies) to this Agreement.

21. No Partnership. This Agreement does not create a partnership relationship.

22. Assignment and Delegation. Mr. Azevedo may not assign or subcontract any rights or obligations under this Agreement without City's prior written approval.

Signatures:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year signed below.

CITY OF DOWAGIAC:

By /s/ _____
Donald D. Lyons
Mayor

Date: _____

By /s/ _____
Kevin Anderson
City Manager

Date: _____

MR. AZEVEDO:

By /s/ _____
Oscar Azevedo
57731 Sink Road, Dowagiac, MI 49047

Date: _____

ATTEST:

By /s/ _____
Jim Snow
City Clerk

Date: _____

CITY ATTORNEY APPROVAL

I hereby certify that I have read and reviewed the forgoing contract and that the same is, in my opinion, valid and binding upon the parties and in compliance with the requirements of the Dowagiac City Charter as well as compliant with the Internal Revenue Factors for establishing an Independent Contractor relationship.

By /s/ _____
Sarah A. Mathews
City Attorney

Date: _____

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 22, 2013

SUBJECT: Revolving Loan Fund – Downtown Theater Project

Several years ago the City received funding from the USDA to begin a Revolving Loan Fund to assist with economic development and redevelopment activities within the City of Dowagiac. The downtown theater project qualifies for this loan program and the commitment of a RLF was made part of a grant application that has been awarded for building rehab. This resolution simply authorizes the City Manager to formally follow up with loan documents so the project can continue in a timely manner.

RECOMMENDATION

Approve the resolution authorizing the City Manager to sign a loan agreement with Forrest Fin, LLC within the terms and conditions allowed for under the USDA Revolving Loan Fund program.

Support Documents:
Cover Memo-City Mgr.
Resolution

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

WHEREAS, the City of Dowagiac has received funding from the USDA to establish a
Revolving Loan Fund (RLF) to promote economic development activities within
the City of Dowagiac; and

WHEREAS, Forrest Fin, LLC is developing a movie theater in the City's downtown; and

WHEREAS, the City has determined that this project qualifies for the RLF and wishes to
encourage said development.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Dowagiac
shall be authorized to execute a loan agreement within the terms specified in the
USDA Revolving Loan Fund in an amount of \$65,000.

ADOPTED/REJECTED

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 22, 2013

SUBJECT: Museum Artifact Donations

The Museum Advisory Committee (MAC) for the Dowagiac Area History Museum created a Collections Sub-Committee at its September meeting. At its first meeting on October 25, the committee approved the museum's Collections Policy outlining the process for accepting artifacts into the collection. This is the process the committee recommends:

- Museum Director accepts object(s) on temporary receipt and fills out temporary receipt for donor.
- Museum Director makes recommendation to MAC Collections Sub-committee to accept or reject the donation.
- Collections Sub-committee makes official recommendation to Dowagiac City Council to accept donation.

Subsequent to accepting the Collections Policy, the Collections Sub-Committee reviewed and moved on artifacts donated to the museum since its opening in May 2013. The attached list outlines the donors and artifacts that the committee recommends the City Council accepts for the Dowagiac Area History Museum.

RECOMMENDATION

Approve the resolution to accept the list of the artifact donations.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Donations List

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

WHEREAS, it is important that the Dowagiac Area History Museum not be a static collection of exhibits; and

WHEREAS, expansion of the collection is important to a continual understanding of a rich and vital history of this area; and

WHEREAS, it is important to vet all requests to assure a quality, long-term collection; and

WHEREAS, the Dowagiac Area History Museum Director and the Museum Advisory Committee has prepared a list of recommended artifacts for the City to include in its collection.

NOW, THEREFORE, BE IT RESOLVED that the City Council does concur with the recommendations of the Museum Director and the Museum Advisory Committee and does hereby accept the attached list of artifact donations to the Dowagiac Area History Museum collection.

ADOPTED/REJECTED

The Museum Advisory Committee recommends to the City Council of Dowagiac that the Dowagiac Area History Museum accept the following artifact donations in November 2013.

Donor	Artifacts
Sandra Wilenski, Niles	Elk Park Farms (Vandalia) and Lyle Modern Dairy (Dowagiac) ½ pint dairy bottles
Sharon Harnden, Dowagiac	Lee Sanitarium postcard
Carol Springsteen, Dowagiac	Program to Beckwith Theatre, c. 1920s
Stephen Parsons, Cassopolis	Dowagiac Drills parts catalog, 1927
Tim Stelmasiak, Dowagiac	1929 Holy Maternity Church yearbook/directory
Mary Ziemke, Dowagiac	Round Oak notebook, Rotary program and newspaper, 1924; Dowagiac Mfg. Co. notebook; photo of Dowagiac H.S. class of 1899 and 1899 yearbook; Gilbert Beach brochure, c. 1920s; photo of General Phillipson at premier of "This Is the Army" in Dowagiac; photo, Sid Mosher, 1930; Round Oak premium box (spoon, c. 1900)
Jim and Barb Mesko (via Ruth Ausra), Cassopolis	Items re: Evan Curtis TV and Records Store in Dowagiac, c. 1960s
Betty Bannow, Dowagiac	Round Oak union agreement booklet, 1944
Mable Hartman, Dowagiac	Leo Parker Dowagiac Dairy bottle
Kent Robinson, Burnsville, MN	Dowagiac H.S. letter jacket of brother, Gordon Robinson (1937-2013), class of 1955; later DUHS jacket, c. 1990s; Jazz music program, signed by Louis Armstrong and other noted jazz musicians, 1956
Pat Bailey, Kalamazoo	Collection of papers and photos re: Dorothy McGinnis, Dowagiac native who taught at Western Michigan Univ. and had school of reading named for her. Collection also includes photos of her mother and diploma of donor's aunt (Dowagiac). Recommendation to accept part of donation and send majority of collection to Western Michigan Regional History Archive.
Judy and Frank James, Hartford	Large metal sign for Sandy Beach Resort, Dewey Lake
Joan Davis, Blue Island, IL	Two aerial photos of Dowagiac, c. 1950s
Ray Sikkenga, Dowagiac	Round Oak mug (green model) c. 1900
Mark Farmer, Niles	Methodist-Episcopal Church, Dowagiac tip tray, early 1900s
Gina Steinman, Dowagiac	3 photos of interior of Wigwam restaurant, 1948
Don Rogers, East Tawas, MI	Middleton Kennels, Dowagiac advertisement, c. 1906-10
Lawrence Starrett, Dowagiac	Kaiser-Frazier workers badge #305, c. 1940s-50s
Sheila Thurston, Battle Creek	Assorted Dowagiac ephemera, including postcards, marketing materials, premiums, etc...
John Garland, Dowagiac	Photo of Dowagiac Manufacturing Company, 1890s; Dowagiac City Directory 1925; DUHS publication "Doe-Wah-Jack" 1916
Jack Hartsell, Berrien Center	Photo of group at Wigwam Restaurant in Dowagiac, 1945
John and Mary Ann Steimle, Dowagiac	Collection of Dowagiac Daily News Fond Memories Cookbooks, 1970s-80s
Gertrude Jurgensen, Dowagiac	Assorted Dowagiac business premiums and materials

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: November 22, 2013

SUBJECT: City Council Meeting Cancellation

A resolution is on Monday's agenda to authorize cancellation of the December 23, 2013 City Council meeting. Historically, the meeting falling during the Christmas holiday has been canceled and it is recommended that the meeting be canceled again this year.

Support Documents:
Cover Memo-City Mgr.
Resolution

Resolution #5
November 25, 2013

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

WHEREAS, the regularly scheduled December 23, 2013 City Council meeting falls during the
Christmas holiday; and

WHEREAS, the Mayor and City Council desire to cancel the December 23, 2013 City Council
meeting; and

WHEREAS, cancellation of the December 23, 2013 City Council meeting will not have an
adverse effect on the conduct of City business.

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council hereby cancels the
regularly scheduled City Council meeting of Monday, December 23, 2013.

ADOPTED/REJECTED

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 #4 for the period ending 11/21/13:

Invoices: 776,051.76
Payroll: 133,864.00
Total: \$909,915.76

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
\$776,051.76	\$133,864.00	\$909,915.76

ADOPTED/REJECTED

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk

Vendor	Invoice #	Description	Amount
ABSOPURE WATER COMPANY	54309591	C&C COOLER RENTAL-25830 NUBOUR	6.00
ABSOPURE WATER COMPANY	82987858	BOTTLED WATER/DEPOSIT-25830 NUBOUR	23.00
ABSOPURE WATER COMPANY	54306755	H&C COOLER RENTAL	8.00
ABSOPURE WATER COMPANY	82987845	BOTTLED WATER/DEPOSIT	40.25
ABSOPURE WATER COMPANY	82987863	BOTTLED WATER-26461 NUBOUR	49.50
ACCOUNTING CONSULTANTS, PC	10/31/13	CONSULTING SVC THROUGH 10/31/13	2,700.00
ACQUISITIONS AMERICA LLC	11/14/2013	UB refund for account: 05-1258-2	53.63
AIRGAS GREAT LAKES	9914107440	WELDING SUPPLIES	42.26
AMERAPLAN	12/13	AMERAPLAN ADMIN FEE	735.00
AMERICAN ELECTRIC POWER	04819785702	MARCELLUS HWY ST LIGHTS	8.71
AMERICAN ELECTRIC POWER	04005021003	VINEYARD PL LIFT STATION	33.48
AMERICAN ELECTRIC POWER	04950133613	VANDALIA WATER TOWER	3.35
AMERICAN ELECTRIC POWER	CDOW_201310_01	10/13 ENERGY	364,644.46
ARAGUZ, JOSE	11/14/2013	UB refund for account: 12-1476-9	54.26
BALDWIN, FRANKLIN	11/14/2013	UB refund for account: 11-0551-4	78.73
BEST WAY DISPOSAL	016940	WWTP SLUDGE DISPOSAL	2,570.00
BLUE CROSS/BLUE SHIELD	12/13	HEALTH INSURANCE PREMIUM-12/13	50,787.99
BLUETARP FINANCIAL	29369082	WIRELESS MOTION ALERT	86.98
BRUTSCHE CONCRETE PRODUCTS	80732	CEMETERY FOUNDATION PADS	150.00
BUCK, LOGAN & NORTHROP, JAMES	11/14/2013	UB refund for account: 11-1698-24	90.96
C WIMBERLY AUTOMOTIVE GROUP	215566	#PD53 OIL CHANGE	35.10
C WIMBERLY AUTOMOTIVE GROUP	256249	#105 IGNITION/DOOR KEY	5.00
CASS CNTY TRANSPORTATION AUTHORITY	1761	DART DISPATCHING SERVICES	3,722.31
CASS OUTDOOR POWER EQUIPMENT, INC	99558	THROTTLE CBL/NUT/BOLT CVR/THRUST WASHER	52.41
CAVANARY, BRITTANY	11/14/2013	UB refund for account: 15-2738-7	190.42
CHET NICHOLS, INC	402445	AIRPORT PLOW TRUCK-BATTERY TENDER	35.71
CHORBA CONSTRUCTION	11/5/13	ASPHALT PATCH-CARLTON DR	700.00
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	577.87
CINTAS LOCATION #336	336-07833	MATS & UNIFORMS	418.73
CINTAS LOCATION #336	336-05625	MATS	180.56
CITY OF BUCHANAN	11/21/13	SHARED SVC-SEWER CAMERA TRUCK	53,025.00
CLEAN CUT L&L, LLC	10610	MOW/TRIM CITY FACILITIES/PARKS/CASS AVE	5,690.00
COMMUNITY ANSWERING SERVICE	262811112013	DISPATCHING SERVICES	165.50
CONESTOGA-ROVERS & ASSOCIATES	428950	2013 OMM ACTIVITIES	104.00
CONESTOGA-ROVERS & ASSOCIATES	428167	RHOADES MCKEE/DOWAGIAC LANDFILL	3,421.00
DAVE'S CONCRETE PRODUCTS, INC	19562	LIMESTONE	346.25
DIVISION TIRE AND BATTERY, INC	718711	#3 PATCH/WHEEL CHANGE	18.00
DOUBLEDAY OFFICE PRODUCTS, INC	146303	INTERIOR FLOOR MAT	108.05
DOWAGIAC CLEANERS	11/1/13	UNIFORM CLEANING	204.50
DOWAGIAC DAILY NEWS, INC	920639	ANNUAL SUBSCRIPTION-DDA	90.00
DOWAGIAC UNION SCHOOLS	201314-36	FUEL EXPENSES-OCT 2013	8,151.90
DUST BUSTERS	12/13	CLEANING SERVICES 12/13	1,725.00
ENTENMANN-ROVIN COMPANY	0094400-IN	UNIFORMS-LIFESAVING AWARDS	473.90
ERICKSON, ANDREW	13-227-DL	MILEAGE REIMBURSEMENT-16 MILES	9.04
FIA CARD SERVICES	0252	CONCRETE CURB-307 CENTER	365.90
FIA CARD SERVICES	0252	LAB FURNACE SWITCH	57.65
FIA CARD SERVICES	0252	MEMBERSHIP DUES-CLERK	195.00
FIA CARD SERVICES	0252	LICENSE PLATE RENEWALS-PD	148.92
FIA CARD SERVICES	0252	CREDIT REFUND	(148.35)
FIA CARD SERVICES	0252	SOFTWARE	14.95
FIA CARD SERVICES	0252	COMPUTER ACCESSORIES	67.97
FIA CARD SERVICES	0252	FIRE MILLAGE MTG	31.72
FIA CARD SERVICES	0252	TRAINING	180.00
FIA CARD SERVICES	0252	KEYBOARD/BATTERY	77.46
FIA CARD SERVICES	0252	ECON DEV	43.57

POST DATES 11/08/2013 - 11/21/2013

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: GEN

Vendor	Invoice #	Description	Amount
FIA CARD SERVICES	0252	LIFT STATION REPORTS	14.98
FIA CARD SERVICES	0252	LIFT STATION ALARMS	24.99
FIA CARD SERVICES	0252	FAN MOTOR	58.85
FLEETMatics USA, LLC	IN74977	VEHICLE TRACKING SERVICE	40.00
FORREST FINN, LLC	11/8/13	DRAW ON REVOLVING LOAN FUND	20,000.00
FRONTIER	5170011765052011	CCWS-DATA LINE 11/10-12/9	107.38
GAYLORD BROTHERS, INC.	2222251	ARTIFACT MARKING SUPPLIES	72.92
GILLESBY, DAVID	11/20/13	HOUSING INCENTIVE AWARD-411 S LOWE	100.00
GIZZI, ERIC	13-701-PP	MILEAGE REIMBURSEMENT-16 MILES-NOV 6	9.04
GIZZI, ERIC	13-701-PP	MILEAGE REIMBURSEMENT-16 MILES-NOV 4	9.04
GLOBAL TELEMATIC SOLUTIONS, LLC	2815	VEHICLE TRACKING SERVICE	140.00
GLOBAL TELEMATIC SOLUTIONS, LLC	2013NOVEMBER8-1	VEHICLE TRACKING SERVICE	165.80
GRADY, GARY	11/14/2013	UB refund for account: 15-2050-1	91.51
GRAMES TIRE & BATTERY, INC	2533	#81 TIRE REPAIR	16.95
GRAMES TIRE & BATTERY, INC	2539	#220 NEW TIRE/MOUNT/BALANCE	128.34
HALE'S HARDWARE, INC	C43988	LIQUID NAILS	3.29
HALE'S HARDWARE, INC	C42449	QUICK LINK/FASTENERS/DISH SOAP	20.17
HALE'S HARDWARE, INC	C43285	TOOL HOLDERS	34.88
HALE'S HARDWARE, INC	D31162	#107 MOUSE TRAPS	4.16
HALE'S HARDWARE, INC	D31172	PIPE CAPS/VALVES	15.48
HALE'S HARDWARE, INC	D31318	ADAPTERS/COUPLINGS/P-TRAP	20.62
HALE'S HARDWARE, INC	C44130	FASTENERS	7.87
HALE'S HARDWARE, INC	C44138	#132 TIE DOWN	10.66
HALE'S HARDWARE, INC	C44167	MERCURY BULBS	40.72
HALE'S HARDWARE, INC	C43388	CABLE/CONNECTOR	34.22
HALE'S HARDWARE, INC	C43889	LYSOL/BOWL CLEANER	16.06
HALE'S HARDWARE, INC	C44354	SHIPPING CHARGES/SUPPLIES	63.32
HAMILTON, ANDREW	11/20/13	HOUSING INCENTIVE AWARD-201 WILLARD	350.00
HAMILTON, ORLEAN	11/20/13	HOUSING INCENTIVE AWARD-206 JEFFERSON	100.00
HEIDENREICH, EMILY	11/14/2013	UB refund for account: 08-2231-5	117.14
HERNANDEZ-GASCA, MARIA	11/14/2013	UB refund for account: 11-1822-9	58.08
HI-TECH SMR COMMUNICATIONS	16681	LIGHT INSTALLATION-RUDOLPHI TOWER	1,957.50
HILL TRUCK SALES, INC	459610	#4 SEAT COVER	277.59
INTERNATIONAL CODE COUNCIL, INC	INV360921	PLAN REVIEW RECORD BOOKLETS	93.97
INTERNATIONAL CODE COUNCIL, INC	INV360843	2012 PLUMBING CODE BOOK	71.00
J & H OIL COMPANY	9946701	CEMETERY GAS	838.71
JOHN & CURT'S BRAKE & ALIGNMENT	11/8/13	#102 REPLACE BALL JOINTS/TIE RODS/Front	850.96
JUDD LUMBER COMPANY, INC	2527445	REDI-MIX SAND	10.98
JUDD LUMBER COMPANY, INC	2527412	TAPCON BIT/SCREWS	8.39
KIESLER'S POLICE SUPPLY, INC	0714438A	UNIFORM DUTY BELT LOOPS	151.95
KLUG, PATRICIA	11/7/13	MILEAGE REIMBURSEMENT-16 MILES	9.04
KLUG, PATRICIA	11/20/13	MILEAGE REIMBURSEMENT-16 MILES	9.04
KLUG, PATRICIA	11/12/13	MILEAGE REIMBURSEMENT-16 MILES	9.04
KOONTZ-WAGNER CONST SERVICES LLC	126568-12	CREW SUPERVISION 9/18-11/12	1,136.00
KUSA, JAMES	13-239-DL	MILEAGE REIMBURSEMENT-16 MILES	9.04
LAGROW, CINDY	12/13	ECONOMIC DEVELOPMENT SERVICES 12/13	2,060.00
LAKE MICHIGAN MAILERS, INC	290974	POSTAGE	5,000.00
LAWSON PRODUCTS, INC	9302059703	PENETRATING OIL/TUBE	23.77
LOVELACE, KATINA	11/20/13	HOUSING INCENTIVE AWARD-301 W RAILROAD	300.00
M&R ELECTRIC S W, INC	4799	INSTALL ELEC CIRCUITS-TWISTEES	2,031.26
MARTINS PAWMART	1342	K-9 FOOD	39.69
MATHEWS LAW OFFICE PLLC	4	LEGAL SERVICES	593.75
MCDONALD UNDERGROUND	312	DIRECTIONAL BORE-55146 M51N	1,000.00
MICHIGAN MUNICIPAL LEAGUE	9184	CDL CONSORTIUM DRIVERS FEE	910.00
MICHIGAN STATE POLICE-CASHIERS OFC	551-404585	COLD CASE TRAINING-#6026 WIGGINS	75.00

POST DATES 11/08/2013 - 11/21/2013

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Vendor	Invoice #	Description	Amount
MLGMA	11/11/13	2014 MEMBERSHIP FEE-ANDERSON	110.00
MUNGER, WHITNEY	11/15/13	HOUSING INCENTIVE AWARD-709 ALMA	600.00
MURILLO, LAURA	11/14/2013	UB refund for account: 11-1585-17	80.81
NASH SERVICES, INC	13298	DART BUS INSPECTIONS	150.00
NASH SERVICES, INC	13314	#105 NEW EXHAUST SYSTEM/HYD LEVERS	1,995.80
NELSON, ROBERT	11/11/13	REIMBURSEMENT-FD TRAINING	28.82
OTTINGER, JASON L	11/14/2013	UB refund for account: 08-2209-15	102.57
PARAGON LABORATORIES, INC	42078-77671	NPDES TESTING	250.00
PARAGON LABORATORIES, INC	42078-77654	NPDES TESTING	850.00
POWER LINE SUPPLY, INC	5776853	CONNECTORS/CONDUIT	69.92
POWER LINE SUPPLY, INC	5776854	JUNCTION LOADBREAKS	904.90
POWER LINE SUPPLY, INC	5776073	LUGS	108.50
POWER PLAN	WO9926	#150 STEERING PINS/BUSHINGS/RODS	1,833.05
POWERNET GLOBAL COMMUNICATIONS	30590238	LONG DISTANCE SERVICE 10/12-11/12	147.97
PRECISION DATA PRODUCTS	I0000394888	DATA CABLES/CAR ADAPTERS	126.27
PRECISION DATA PRODUCTS	I0000394344	WARRANTY-SCANNERS	0.50
PRECISION DATA PRODUCTS	I0000394346	PC VIDEO ADAPTER	45.93
PRECISION DATA PRODUCTS	I0000395182	REPLACE FAILED POWER SUPPLY	94.62
PRIORITY COMPUTER SERVICES, INC	201010	REPLACEMENT PC-ASSESSOR	799.00
QUILL CORPORATION	6864608	NAME PLATE	12.59
RELIABLE DISPOSAL, INC #646	0646-000805320	DUMPSTERS/TRASH CART 11/13	544.53
RHOADES MCKEE	237096	RCRA-LANDFILL	13,730.35
RIETH-RILEY CONSTRUCTION COMPANY	7169357	ASPHALT	92.66
ROAD SOLUTIONS, INC	0091297-IN	ROAD SALT	7,615.00
RODRIGUEZ, RICHARD & DEBRA	11/20/13	HOUSING INCENTIVE AWARD-223 SHERWOOD	75.00
ROHDY'S HEATING & COOLING, LLC	3386	REPAIR HEATING/COOLING-FD	385.00
SCHAUS, GERRI	11/11/13	SEWER RODDING REIMBURSEMENT	225.00
SCHERER, JOE DBA LONELY PI	12/13	12/13 INT PMT ACCT 7508450033	6,174.53
SEMCO ENERGY GAS COMPANY	0148809.501	GAS SERVICE 10/2/13-10/31/13	140.31
SEMCO ENERGY GAS COMPANY	0149138.502	GAS SERVICE 10/2/13-10/31/13	71.68
SEMCO ENERGY GAS COMPANY	0146763.501	GAS SERVICE 10/1/13-10/30/13	190.24
SEMCO ENERGY GAS COMPANY	0148902.500	GAS SERVICE 10/2/13-10/31/13	138.97
SEMCO ENERGY GAS COMPANY	0149080.500	GAS SERVICE 10/2/13-10/31/13	121.63
SEMCO ENERGY GAS COMPANY	0147944.500	GAS SERVICE 10/1/13-10/30/13	18.82
SEMCO ENERGY GAS COMPANY	0149077.500	GAS SERVICE 10/2/13-10/31/13	212.96
SEMCO ENERGY GAS COMPANY	0149089.500	GAS SERVICE 10/2/13-10/31/13	90.29
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SERVICE 9/30/13-10/29/13	18.28
SMITH, MARQUIRA	11/14/2013	UB refund for account: 05-0140-9	73.55
SPARKS, STEPHANIE	11/20/13	HOUSING INCENTIVE AWARD-103 HENRY	300.00
STARRETT, LARRY	11/20/13	HOUSING INCENTIVE AWARD-503 CHESTNUT	200.00
STATE OF MICHIGAN	ME-0200312	SALES & TAX-OCT 2013	14,563.40
THE AMERICAN ROAD MACHINERY COMPANY	39187	#132LT VEHICLE MTCE	424.86
THE RIDGE COMPANY	537005	#107 OIL	14.26
THE RIDGE COMPANY	537080	#3 STEP BARS/#132LT TOGGLE SWITCH	311.27
THE RIDGE COMPANY	536671	#102 LOCK PIN	3.65
THE RIDGE COMPANY	537902	U-JOINTS/FLANGE/SUPPLIES	145.12
THE RIDGE COMPANY	537983	#102 OIL FILTERS	23.88
THE RIDGE COMPANY	537949	MUD FLAPS-LEAF BOX	18.10
THE RIDGE COMPANY	538302	U-JOINTS/SUPPLIES	113.38
TURF SERVICES	33038	IRRIGATION-BECKWITH PARK	115.66
UNUM LIFE INSURANCE CO OF AMERICA	12/13	LIFE INSURANCE-12/13	1,079.20
US 31 SUPPLY, INC	T261390	4' PVC 90° ELBOWS	306.60
USA BLUEBOOK	190684	CCWS-CHEMICAL PUMPS	67.33
USA BLUEBOOK	192136	WWTP-PUMP TOOLS/CCWS-PUMP PARTS	184.46
VANDERVRIES, EDWARD	12/13	ASSESSING SERVICES 12/13	1,775.00

Vendor	Invoice #	Description	Amount
WALLACE, TED	11/20/13	HOUSING INCENTIVE AWARD-205 WEST ST	200.00
WARD, PEGGY	11/14/2013	UB refund for account: 02-0242-3	207.78
WELLAND, AMY	11/14/2013	UB refund for account: 11-1936-22	115.78
WEST SIDE TRACTOR SALES	B02320	#132 LEAF VAC-CHECK MOTOR	307.23
WESTS AND LAROSE & BOSCO, LTD	11/12/13	SETTLEMENT AGREEMENT-CASE NO. 1:13-CV-4	175,000.00
WILLIAMS-A-1 EXPERT TREE SERVICE	6135	TREE TRIMMING-HELENA ST	350.00
		Total:	<u>776,051.76</u>