

REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, December 8, 2014, 7:00 p.m.

AGENDA

- | | |
|--|---|
| CALL TO ORDER | -Mayor Donald D. Lyons |
| PLEDGE OF ALLEGIANCE TO THE FLAG | -Mayor Donald D. Lyons |
| ROLL CALL | -Mayor Donald D. Lyons
-Mayor Pro-Tem Leon Laylin
-Councilmember Charles Burling
-Councilmember James Dodd
-Councilmember Randall Gross, Sr.
-Councilmember Lori Hunt
-Councilmember Bob Schuur |
| APPROVAL OF MINUTES OF PREVIOUS MEETING – | November 24, 2014 |
| QUESTIONS FROM CITY COUNCIL – | |
| COMMENTS FROM THE AUDIENCE (NON-AGENDA) – | |
| COMMENTS FROM THE AUDIENCE (AGENDA) – | |
| APPOINTMENTS – | |
| 1. Southwest Michigan Planning Commission – Recommend Mayor Don Lyons as Representative and Mayor Pro-Tem Leon Laylin as Alternate Representative to represent the City of Dowagiac on the SWMPC replacing Jim Snow. | |
| RESOLUTIONS – | |
| 1. Resolution to schedule a Public Hearing for January 12, 2015 to receive input regarding a request to vacate the public alley running east and west between Florence St. and Louise Ave. | |
| 2. Resolution to close City Hall on December 26, 2014. | |
| 3. Resolution to award a contract for cleaning services at City Hall, train depot, and municipal airport. | |
| 4. Resolution to authorize a lease with Pride Care for a proposed building in the Dowagiac Industrial Park. | |
| 5. Resolution to authorize a contract to construct a building in the Dowagiac Industrial Park. | |

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

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$283,061.57	\$132,223.35	\$415,284.92

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 24, 2014

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

Mayor Lyons led the Pledge of Allegiance to the flag.

PRESENT: Mayor Donald D. Lyons, Mayor Pro-Tem Leon D. Laylin; Councilmembers 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, City Manager; Rozanne H. Scherr, Assistant City Manager.

Councilmember Burling moved and Councilmember Dodd seconded that the minutes of the November 10, 2014 regular meeting be approved.

Approved unanimously.

COMMUNICATIONS

1. Receipt of Conflict of Interest Forms from Employees.
2. Director of Public Safety introduction of new Police Officers.

APPOINTMENTS

1. Parks and Recreation Commission – Recommended by Mayor and offered by Mayor Pro-Tem:
Appoint Jason Wilt to the unexpired term of Andrea Renee Simpson expiring May 2015
Re-appoint Tom Atkinson for a term expiring May 2017
Re-appoint Tom Zablocki for a term expiring May 2019

Councilmember Laylin moved and Councilmember Dodd seconded approval of the appointments.

RESOLUTIONS

1. Resolution to authorize a charitable gaming request from the DC Sluggers baseball team.

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

DOWAGIAC CITY COUNCIL MEETING

Monday, November 24, 2014

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11/13/2014 13:22

(FAX)

P.002/002



Res. #1
11-24-14

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

At a Regular meeting of the Dowagiac City Council
called to order by MAYOR Donald D. Lyons on November 24, 2014
at 7:00 a.m./p.m. the following resolution was offered:
Moved by Schuur and supported by Burling
that the request from DC Sluggers of Dowagiac
county of Cass, asking that they be recognized as a
nonprofit organization operating in the community for the purpose of obtaining charitable
gaming licenses, be considered for approval

APPROVAL	DISAPPROVAL
Yeas: <u>5</u>	Yeas: _____
Nays: <u>0</u>	Nays: _____
Absent: <u>1</u>	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the Dowagiac City Council at a Regular meeting held on November 24, 2014
SIGNED: James E. Snow
James E. Snow, City Clerk
241 S. Front St., Dowagiac, MI 49047

COMPLETION: Required.
PENALTY: Possible denial of application.
BGL-CG-1153(R6/06)

DOWAGIAC CITY COUNCIL MEETING

Monday, November 24, 2014

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ADOPTED unanimously.

2. Resolution to cancel the regularly scheduled City Council meeting that is scheduled for December 22, 2014.

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

WHEREAS, the regularly scheduled December 22, 2014 City Council meeting falls during the Christmas holiday; and

WHEREAS, the Mayor and City Council desire to cancel the December 22, 2014 City Council meeting; and

WHEREAS, cancellation of the December 22, 2014 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 22, 2014.

ADOPTED unanimously.

3. Resolution to establish poverty exemption standards per the Michigan General Property Tax Act.

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

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council; and

WHEREAS, the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, the City Assessor has drafted and recommended to City Council guidelines and policy that complies with applicable state laws.

NOW, THEREFORE, BE IT HEREBY RESOLVED that City Council does approve the attached Poverty Exemption Policy & Guidelines (Revised November 2014); and

BE IT FURTHER RESOLVED that the Assessor and Board of Review shall follow the above

DOWAGIAC CITY COUNCIL MEETING

Monday, November 24, 2014
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stated policy and federal guidelines in granting or denying an exemption, unless the Assessor and Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these reasons are communicated in writing to the claimant.

ADOPTED unanimously.

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

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

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 11/21/14:

Invoices FY 2014-15	\$479,043.48
Payroll	<u>\$132,223.35</u>
Total	\$611,266.83

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

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$479,043.48	\$132,223.35	\$611,266.83

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: One (1) Hunt

Abstain: None (0)

COMMENTS FROM CITY OFFICIALS

DOWAGIAC CITY COUNCIL MEETING

Monday, November 24, 2014

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5. Resolution to adjourn to closed session to discuss strategies to deal with potential litigation.

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

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

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

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

Adopted on a roll call vote.

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

Nays: None (0)

Absent: One (1) Hunt

Abstain: None (0)

CLOSED SESSION

TIME: 7:23 PM

LATER: 8:02 PM

ADJOURNMENT

Upon motion by Councilmember Laylin and seconded by Councilmember Burling, the Dowagiac City Council adjourned at 8:02 PM.

Donald D. Lyons, Mayor

Rozanne H. Scherr, Assistant City Manager

CITY OF DOWAGIAC

TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: December 4, 2014

RE: Appointment to Southwest Michigan Planning Commission

An appointment is on Monday's agenda for your consideration. The City of Dowagiac has received correspondence from the Southwest Michigan Planning Commission (SWMPC) requesting the reappointment or selection of representatives to serve on their board. The Mayor is automatically eligible for membership on the Commission as outlined in the SWMPC by-laws. The proposed appointment is as follows:

- ✓ Appoint of Mayor Don Lyons as Commissioner and Mayor Pro-Tem Leon Laylin as Alternate Commissioner to the Southwest Michigan Planning Commission.



Southwest Michigan Planning Commission

Date: October 27, 2014

To: Annette Christie, Berrien County
Debbie Hall, Van Buren County

Jackie Taylor, Cass County
Linda Preston, MI Townships Association, Dist. 22

Clerks for the following municipalities:

City of Benton Harbor	Benton Charter Township	City of Dowagiac
City of Niles	Niles Charter Township	City of South Haven
City of St. Joseph	Lincoln Charter Township	Antwerp Township
St. Joseph Charter Township		Oronoko Charter Township

From: Terri Moore, SWMPC Administrative Assistant

Re: Reappointments/appointments of SWMPC Board Members

The materials enclosed are being sent to aid in the reappointment or selection of new representatives to the Southwest Michigan Planning Commission Board. Please distribute these materials to the officials in charge of the appointment process in your jurisdiction.

The **summary of attendance** (*white*) gives an list of current members of the SWMPC Board from your government entity. Highlighted term dates serve to draw attention to those that must be reappointed or a new individual selected this year. Some entities do not have any actions required but attendance information is provided for future reference. Lack of attendance by a member may prompt a review and selection of a replacement or an alternate.

An excerpt from the **SWMPC bylaws** (*cream*) is included with information on the membership requirements and qualifications. Please note that the SWMPC reserves the right to approve the appointments of Citizen Representatives. County Commissioners, elected municipal officials, and Michigan Townships' Representatives are not subject to the Commission's approval.

A **schedule of our 2015 meetings** (*gold*) is also enclosed. Please note the first meeting of the year is Tuesday, February 3. It is important for our office to receive notifications of reappointments and new appointments no later than **January 22nd**.

Please mail, fax or email letters of appointment or copies of the minutes of the meeting at which the appointments were made to the attention of the SWMPC Administrative Assistant.

Administrative Assistant
376 West Main Street, Suite 130
Benton Harbor, MI 49022

Phone: 269-925-1137 x1520
Fax: 269-925-0288
Email: perryn@swmpc.org

Mayor

May I suggest Kevin as your alternate -

376 West Main Street, Suite 130 • Benton Harbor, MI 49022-3651

ARTICLE V: MEMBERSHIP AND REPRESENTATION

A. Membership Eligibility

All counties, townships, cities, and villages included in the counties of Berrien, Cass, and Van Buren in Michigan shall be eligible for membership according to the stipulations hereinafter contained.

B. Representation

The membership of the Commission shall consist of members appointed in the following manner:

1. Members from each of the three member County Boards of Commissioners, apportioned as follows: Up to 75,000 population, two members; 75,001 – 150,000, three; +150,000, four. These County Commissioners are to be selected by each of the individual County Boards of Commissioners of Berrien, Cass, and Van Buren Counties for two-year terms commencing at the first full board meeting of the year.
2. The mayor of any city with a population of more than 9,000 people based upon the most recent United States Census of Population is also eligible for membership. If no city within a county has a population of 9,000 the mayor of the largest city of each county is automatically eligible for membership on the Commission.
3. The township supervisor of any township with a population of more than 9,000 based upon the most recent U.S. Census is also eligible for membership.
4. Also, townships with populations less than 9,000 as determined by the most recent U.S. Census shall be grouped together by county and entitled to two representatives per group per county. The representatives, who shall be township supervisors, or their designees, shall be chosen by official action of the respective county chapters of the Michigan Townships Association for two-year terms.
5. Fifteen non-elected residents of Berrien, Cass, and Van Buren Counties are also eligible for membership. These members shall be appointed by the three County Boards of Commissioners according to the following formula: Berrien County, seven appointees; Cass County, four appointees; Van Buren County, four appointees. One member of each shall be a member of a County Planning Commission. These citizen appointments shall be made with the goal of attaining the necessary representation to qualify the SWMPC as an Economic Development District. These citizen appointees may be individuals representing business, business organizations, industry, finance, agricultural professions, organized labor, utilities, education, public health agencies, racial or ethnic minorities, seniors, youth, and the unemployed.
The Commission's goals include meeting the qualifications as an U. S. Economic Development Agency Economic Development District. The Commission membership shall meet the necessary criteria for an EDA Economic Development District. In order to insure this, the Commission hereby retains to itself the right to set the qualifications of citizen members to be appointed by the three counties.
6. Any federally recognized tribe headquartered within the region shall have the right to appoint one at-large member for a term of three years, the first term commencing January 1, 1999.
7. It is the intent of the Commission to be representative in terms of minority membership on its governing board. Therefore, to achieve this goal, the make-up of the Commission shall at least reflect the minority representation as found in the total population of the

region. The percentage of minorities as established by the most recent U.S. Census shall be the basis for determining a like percentage as a minimum for minority representation on the Commission.

8. The Commission will also strive to maintain adequate female representation upon its governing board.
9. For all appointed citizen members the term of office shall be three years. Whenever a vacancy occurs for any reason, the resulting vacancy shall be filled in the same manner as the original appointment for the balance of the unexpired term of such member.
10. In the event a position selected by the county MTA Chapter remains vacant in excess of 90 days, the County Board of Commissioners from the county in which the vacancy occurs shall appoint an appropriate representative.
11. The legislative body of constituent counties, cities, villages, and townships which are represented by a Commissioner on the SWMPC may appoint an alternate Commissioner by the same method and manner as the Commissioner was appointed. Such alternate Commissioner shall serve in the place of the Commissioner in the event of the Commissioner's absence at any SWMPC meeting. The appointment of such alternate shall be made known in writing to the SWMPC by the legislative body appointing the alternate Commissioner, and such appointment shall be subject to the approval of the SWMPC. The alternate Commissioner shall have the same powers and duties as the Commissioner has, in accordance with these bylaws, in the Commissioner's absence.

MEMO

TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: 12/1/2014

RE: Alley Vacation – Public Hearing

A resolution is on Monday's agenda for the purpose of setting a public hearing to consider an application for vacation of an alley that runs east and west between Florence St. and Louise Ave. A majority of neighbors are requesting that City Council consider action to vacate the alley. State law requires that if a right-of-way is vacated, half of the vacated land must go to each of the abutting property owners.

Under terms of the proposed resolution, the public hearing will be held at the January 12, 2015 City Council meeting. The Department of Public Services has reviewed the request and would support the request with the retention of an easement for utilities should they be necessary in this area in the future. The application requesting the alley vacation is attached for your information.

RECOMMENDATION

Adopt the resolution to schedule a public hearing for January 12, 2015 to receive input regarding a request to vacate the public alley running east and west between Florence St. and Louise Ave.; retaining an easement that allows for utilities should they be needed at a future date.

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

WHEREAS, there is currently a public alley running east and west between Florence St. and Louise Ave. and;

WHEREAS, a request has been received by the City of Dowagiac from adjacent property owners to vacate the above-described public alley, and;

WHEREAS, State statute requires that the City Council set a public hearing on such requested vacations.

NOW THEREFORE, BE IT RESOLVED that the Dowagiac City Council hereby sets a public hearing to consider any comments or objections concerning this proposal for its regular meeting on Monday, January 12, 2015 at 7:00 p.m. in the City Council Chambers, and;

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to publish notices of the public hearing as required by statute in the *Dowagiac Daily News*.

ADOPTED/REJECTED



INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin P. Anderson
City Manager

FROM: James D. Bradford 
Public Services Director

DATE: December 3, 2014

RE: Alley Vacation – between 306 and 308 Florence Avenue; 307 and 309 Louise Avenue

I have reviewed this request to vacate the public alleyway running between 306 and 308 Florence Avenue and 307 and 309 Louise Avenue with our Electric Superintendent and Public Works Operation Superintendent.

Given the nature of development in the area along with the area infrastructure and utilities, our only concern centers around the potential need for connecting utilities. Therefore, we would request that an easement be retained for both buried and/or aerial lines in the future.

RECOMMENDATION

Proceed with a public hearing, and approve the vacation with retention of a utility easement for both buried and aerial utilities pending any legitimate concerns to be addressed.

8 SAN — 8 SAN — 8 SAN — 6 Water Force — 6 Water Force — 6 Water Force — 6 Water Force — 6 Water Force

Florence St.

Pit

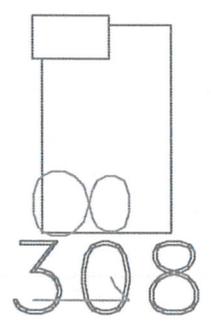
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Gar.

2+57

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306



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6 Water

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4 Water — 4 Water — 4 Water — 4 Water — 4 Water

8 SAN — 8 SAN — 8 SAN — Louise Ave.

FLOW ←

MH 9+33

cc

INTER – OFFICE COMMUNICATION

DATE: 24 NOV 2014

TO: Mayor and Council

FROM: City Clerk

RE: alley closure request

Apparently for some time, the residents of the effective properties have experienced this problem and they are now at the point of asking you to vacate this alley. The enclosed pictures, that they have provided, give some indication of their frustration.

Please review and advised if this is something that you want to puruse. If so, there will have to be a public hearing and notices (four (4) consecutive weeks) run in the Dowagiac Dailey News for the public hearing. Further, each property owner will receive a copy of the hearing by certified mail.

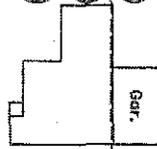
A handwritten signature in black ink, appearing to be "Jia", written over a horizontal line.



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69

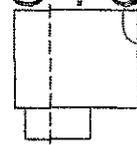
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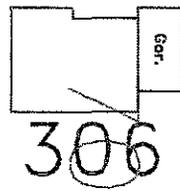


FLORENCE

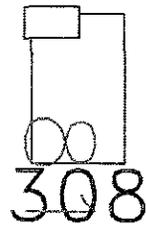
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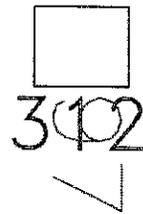


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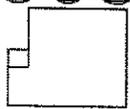
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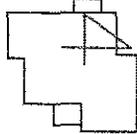


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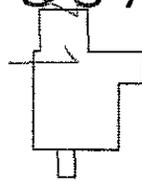
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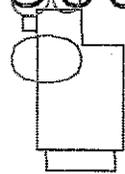
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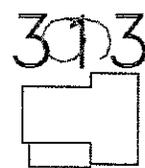


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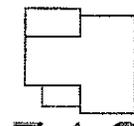
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313



LOUISE

AVE



PROPERTY OWNER	ADDRESS	PROPERTY NUMBER
Sharon Fobes	306 Florence	14-160-200-705-00
Joyce Felthouse	308 Florence	14-160-200-710-01
Pam Preist	309 Florence	14-160-200-711-01
Phyllis Green	307 Louise	14-160-200-706-00
Kenneth & Pauline Schultz	309 Louise	14-160-200-709-00



CORNER OF ALLEY 308 FLORENCE



SIDE OF YARDS ALONG 306 FLORENCE ST
AND 308 FLORENCE ST, YARDS FORM UP



ACROSS FROM ALLEY, 309 FLORENCE
CONTENTS OF ALLEY, SNOW AND DIRT AND ASPHALT



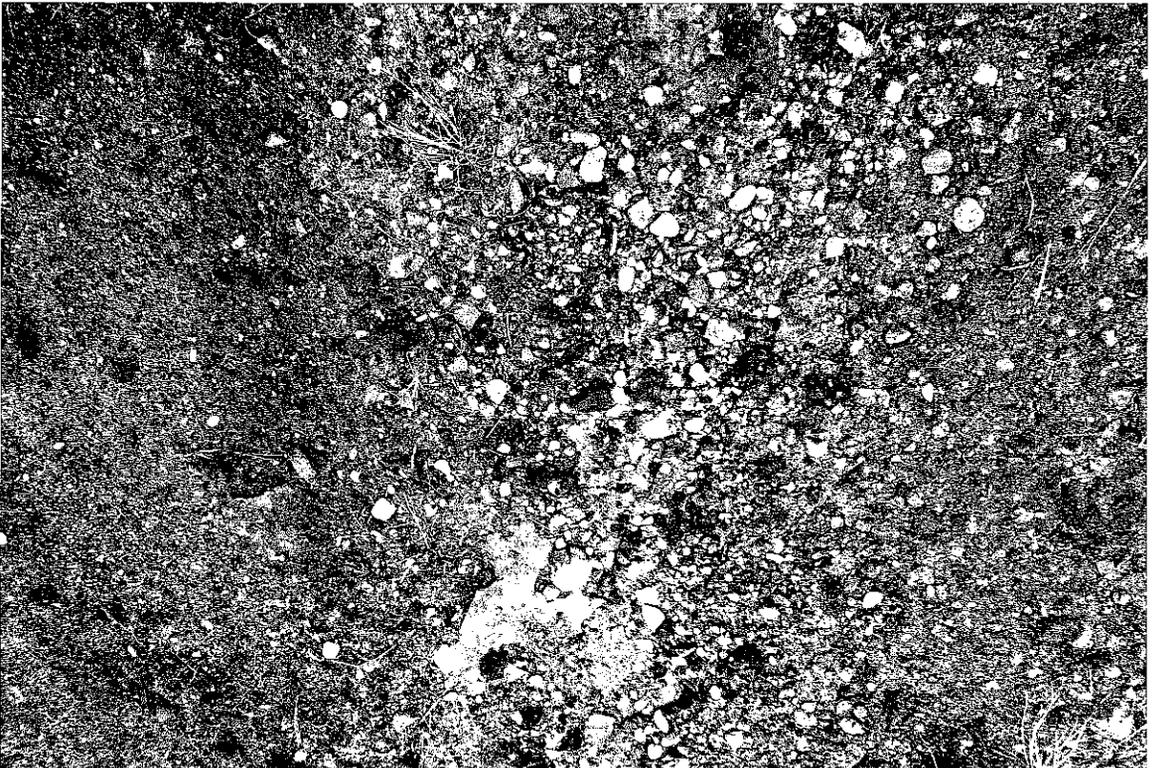
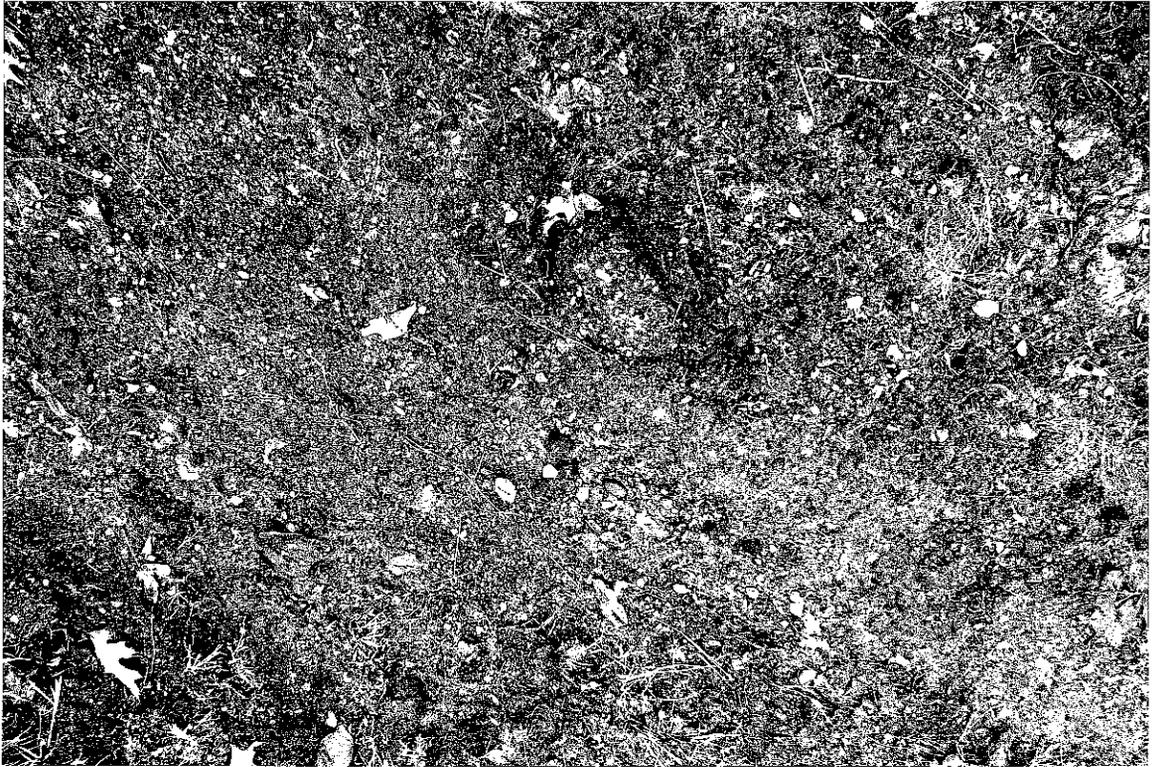
308, (DIRT, GRASS + LOTS OF ASPHALT
FLORENCE



REAR OF PROPERTYS 308 AND 306
FLORENCE ST LOOKING AT NEIGHBORS AT END
NOT BEING DAMAGED



309 FLORENCE PAM PREIST
 Rudy MONTGOMERY





308 Florence Joyce Felthouse



301 Florence metal post
Put in place to try in keep
It out of their yard

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: December 4, 2014

SUBJECT: Close City Hall on Friday, December 26, 2014

This calendar year the day after Christmas is a Friday. A quick survey of other businesses indicate that most businesses are electing to remain closed that day. We are expecting very little traffic that day and there are no final due dates scheduled for that week.

It would be appropriate to treat the day after Christmas this year like we have treated the day after Thanksgiving for many years by closing the office to the public. Employees will be given the opportunity to use a vacation or personal day.

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

RECOMMENDATION

Authorize a resolution closing City Hall offices on December 26, 2014.

Support Documents:

Cover Memo-City Mgr.
Resolution

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

WHEREAS, in 2014 Christmas Day is on a Thursday, and;

WHEREAS, many businesses are choosing not to open on the Friday following
Christmas Day, and;

WHEREAS, the residents of the city would not be adversely impacted if City Hall
offices were closed for public business on December 26, 2014,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative
vote of its City Council, does hereby approve the closing of City Hall
offices on December 26, 2014.

ADOPTED/REJECTED

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: December 4, 2014

SUBJECT: Janitorial Services Contract

The City regularly and routinely solicits prices for goods and services necessary for the efficient delivery of services to the citizens of Dowagiac. It has been a number of years since the janitorial services to City Hall, the depot, and the airport has been bid so bids were solicited in November 2014 and opened this week.

The Department of Public Services (DPS) has reviewed the bids and recommends the low bidder, Bill Grant, in the amount of \$1,728 per month.

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

RECOMMENDATION

Award the janitorial service contract to the low bidder, Bill Grant, in the amount of \$1,728 per month.

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 regularly and routinely bids services and materials necessary to efficiently operate a government, and;

WHEREAS, DPS has solicited bids, reviewed bids, and recommends awarding a contract for cleaning City Hall, the Depot, and the airport to Bill Grant.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the attached cleaning services agreement with Bill Grant.

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

ADOPTED/REJECTED



INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin P. Anderson
City Manager

FROM: James D. Bradford 
Public Services Director

DATE: December 2, 2014

RE: Janitorial Services

On December 2, 2014, sealed bids were opened for janitorial services. The request for proposal allowed those interested to submit bids under two options. The base bid option required the contractor to supply all cleaning supplies/materials necessary to perform tasks outlined in the specifications. Further, the contractor is to provide and install restroom supplies that will be separately invoiced to the City.

Alternate #1 option has the City supplying all cleaning supplies/materials, restroom supplied, and cleaning equipment with the contractor providing only labor to perform all cleaning tasks as outlined in the specifications.

A summary of the bids received is shown below:

FACILITY LOCATION	Dust Busters Scott & Bev Larzelere		Bill Grant	
	BASE BID (per month)	ALTERNATE #1 (per month)	BASE BID (per month)	ALTERNATE #1 (per month)
Dowagiac City Hall 241 South Front Street Dowagiac, MI 49047	No Bid	\$1,400.00	No Bid	\$1,152.00
Train Depot 200 Depot Drive Dowagiac, MI 49047	No Bid	\$400.00	No Bid	\$288.00
Dowagiac Municipal Airport 710 W. Prairie Ronde Street Dowagiac, MI 49047	No Bid	\$125.00	No Bid	\$288.00
TOTAL MONTHLY BID PRICE:		\$1,925.00		\$1,728.00

Based on the quotes received, it is recommended that the City contract with Mr. Bill Grant for janitorial services in the amount of \$1,728.00 per month, effective January 1, 2015. The City Council should adopt the attached contract at their December 8, 2014 meeting.

Should you have any questions, please don't hesitate to contact me.

JDB:sw
Attachments



BID OPENING

Sealed bids for Janitorial Services at various building and facilities owned by the City of Dowagiac were received at the office of the Clerk at City Hall, 241 South Front Street, Dowagiac, Michigan, until 11:00 a.m., Tuesday, December 2, 2014, at which time bids were opened and read publicly.

Those present were:

James D. Bradford, DPS Director
Susan L. Watson, DPS Administrative Assistant

Bidder	Base Bid (per month)	Alternate #1 (per month)
Dust Busters Scott & Bev Larzelere Dowagiac, MI	No Bid	\$1,925.00
Bill Grant Dowagiac, MI	No Bid	\$1,728.00

No further bids were received, the opening concluded at 11:03 a.m.

James E. Snow
City Clerk

**CITY OF DOWAGIAC
JANITORIAL SERVICES BID PROPOSAL SHEET**

FACILITY LOCATION	BASE BID (per month)	ALTERNATE #1 (per month)
Dowagiac City Hall 241 South Front Street Dowagiac, MI 49047		\$ 1,400 ⁰⁰
Train Depot 200 Depot Drive Dowagiac, MI 49047		\$ 400 ⁰⁰
Dowagiac Municipal Airport 710 W. Prairie Ronde Street Dowagiac, MI 49047		\$ 125 ⁰⁰
TOTAL BID PRICE:		\$ 1,925 ⁰⁰

FIRM: SCOTT & BOB LARZELERE (DUST BUSTERS)

DATE: 11-24-14

NAME: SCOTT LARZELERE 103 W. HIGH DOWAGIAC, MI.

PHONE: 269-782-8816

**CITY OF DOWAGIAC
JANITORIAL SERVICES BID PROPOSAL SHEET**

FACILITY LOCATION	BASE BID (per month)	ALTERNATE #1 (per month)
Dowagiac City Hall 241 South Front Street Dowagiac, MI 49047		\$ 1152 ⁰⁰
Train Depot 200 Depot Drive Dowagiac, MI 49047		\$ 288 ⁰⁰
Dowagiac Municipal Airport 710 W. Prairie Ronde Street Dowagiac, MI 49047		\$ 288 ⁰⁰
TOTAL BID PRICE:		\$ 1728 ⁰⁰

FIRM: Bill Grant

DATE: 11/25/14

NAME: Bill Grant

PHONE: 269-782-8936

CONTRACT FOR JANITORIAL SERVICES

THIS CONTRACT FOR JANITORIAL SERVICES made and entered into this _____ day of _____, 2014 by and between the CITY OF DOWAGIAC, MICHIGAN, a municipal corporation, hereinafter called the "CITY", and _____ hereinafter called "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY is in need of janitorial services for its City Hall building, Depot building, and Airport office building; and

WHEREAS, such services can be performed utilizing a professional cleaning service; and

WHEREAS, the CITY has advertised for invitations to bid on such services; and

WHEREAS, CONTRACTOR submitted a bid on such services to the CITY; and

WHEREAS, the CITY and CONTRACTOR have reached an agreement with regard to the performance of such janitorial services, and wish to reduce their agreement in writing.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, it is hereby agreed by and between the parties as follows:

1. The above recitals are hereby incorporated into this Agreement and made a part hereof.
2. CONTRACTOR shall perform all required janitorial services in strict accordance with the provisions of Exhibit "A" (General information and Specifications); and Exhibit "B" (Insurance Requirements), both of which are incorporated herein and made a part of this Agreement.
3. CONTRACTOR shall furnish employee(s) for the performance of such janitorial services who shall maintain appearance and shall dress in a fashion acceptable to the CITY. In every instance, the CITY's decision with regard to the appropriateness of said employee's appearance shall be final, and CONTRACTOR shall abide by same.
4. CITY shall pay CONTRACTOR the sum of _____ per month for performance of the said janitorial services. Payment shall be made on or before the 15th day of the month next succeeding the month in which such services are rendered.

5. CITY designates its _____ as its representative for purposes of this Agreement to whom CONTRACTOR is responsible relative to the obligations hereunder. CONTRACTOR hereby designates _____ as their representatives whom the CITY may contact with regard to all matters concerning performance of CONTRACTOR duties and obligations pursuant to this Agreement.

6. This Agreement shall become effective on the _____ day of _____, 2015 and shall continue in full force and effect for a period of one (1) year unless otherwise terminated sooner in accordance with the provisions hereof. Thereafter, the contract may, at the CITY's option, be renewed by the City Manager and the authorized representative of CONTRACTOR, provided the parties can agree to the terms and conditions of each renewal contract.

7. This Agreement shall be binding upon the parties hereto, their heirs, transferees, successors in interest, and legal representatives. Neither party shall assign or otherwise transfer any of its rights or duties under this Agreement without the express prior written consent of either party.

8. CONTRACTOR shall be on probation for the first ninety (90) days of this contract such that if the CITY is not, within its sole discretion, satisfied with CONTRACTOR's performance under the contract, then the CITY may terminate this contract with or without cause. After said probationary period, if the janitorial services provided for herein are not performed to the CITY's satisfaction or if CONTRACTOR does not comply with any provision of this contract including the attached exhibits, then the CITY shall notify CONTRACTOR, specifying the default. If the default is not corrected within ten (10) days after notice is given, the CITY may terminate this contract by notice to CONTRACTOR or may exercise any other available remedy. In the event the contract is terminated as aforesaid, CONTRACTOR shall remove all of its equipment and personnel from the CITY's buildings and shall cease performing any further janitorial services and CITY shall pay CONTRACTOR for all janitorial services performed up to the date of termination of the contract, if any.

9. This document embodies the whole agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein and this document shall supersede all previous communications or representations and/or agreements whether written or verbal, between the parties hereto. This Agreement may be modified only in writing executed by all parties. The parties waive any right to a jury trial in an action or proceeding

arising under this Agreement. Each party shall execute any documents required under this Agreement. After consummation of this Agreement, each party shall execute any documents requested by the other party that are necessary or proper to further or fully implement or effectuate this Agreement. No waiver of or failure to enforce a breach of this Agreement is a waiver of any other or subsequent breach. Any remedy afforded by this Agreement is cumulative to all remedies provided in it or by law. Each party has had independent legal advice and has been informed about the legal rights and obligations of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

CITY OF DOWAGIAC

ATTEST:

By: _____
James E. Snow, City Clerk

By: _____
Donald D. Lyons, Mayor

WITNESS:

CONTRACTOR

By: _____

By: _____
Owner/President

EXHIBIT "A"

GENERAL INFORMATION AND SPECIFICATIONS

IDENTIFICATION

If requested by the CITY, the CONTRACTOR shall be required to have his employees wear appropriate identification badges.

BUILDING INSPECTION

Bidders are encouraged to visit the City Hall building, compare the specifications with the work to be done, and inform themselves as to all conditions. Failure to do so will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to carry out the contract in accordance with true intent and meaning of specifications.

Each bidder acknowledges and attests that by submitting a bid for the work provided for herein that he has visited the City Hall building covered by this agreement and agrees that CONTRACTOR's rights and obligations under this contract will be construed accordingly whether or not CONTRACTOR has in fact visited said building.

WORK HOURS

All cleaning services shall be normally performed between the hours of 5:00 p.m. and 7:30 a.m. of the following day, Monday through Friday unless otherwise directed by the CITY or as allowed by Alternate Bid #1. Any cleaning service performed outside of this time-frame requires prior written approval from the _____. **During public meetings**, CONTRACTOR shall use non-motorized carpet cleaning equipment in the vicinity of meeting areas, in order to minimize noise. All holidays observed are listed on holiday list.

CONTRACT PERFORMANCE/TERMINATION

CONTRACTOR shall be on probation for the first ninety (90) days of this contract such that if the CITY is not, within its sole discretion, satisfied with CONTRACTOR's performance under the contract, then the CITY may terminate this contract with or without cause. After said probationary period, if the janitorial services provided for herein are not performed to the CITY's satisfaction or if CONTRACTOR does not comply with any provision of this contract including the attached exhibits, then the CITY shall notify CONTRACTOR, specifying the default. If the default is not corrected within ten (10) days after notice is given, the CITY may terminate this contract by notice to CONTRACTOR or may exercise any other available remedy.

PAYMENT

Payment will be made monthly of the amount due under the contract for work performed to the end of the preceding month provided that services performed are satisfactory. Damages caused and/or work not performed by CONTRACTOR will be deducted from monthly amount due to CONTRACTOR.

AWARD OF CONTRACT

Award will be made for a period of one (1) year from the date of award, with an option of annual renewals, upon such terms and conditions as may be agreeable to both parties.

The CITY of Dowagiac reserves the right to reject any or all proposals received, to waive any irregularities in proposals received, and to make the award of bid on whatever best serves the interest of the CITY.

MATERIALS

Base Bid (Service 5 Days per Week)

The CONTRACTOR shall supply wax, mops, rags, trash can liners, machines, and equipment necessary to perform duties. The CONTRACTOR will provide and install restroom supplies (toilet tissue, towels, and liquid soap, etc.) **that will be separately invoiced to City**. A price list must be provided for all restroom supplies with City being notified in writing prior to any price increases passed on to City.

Space for materials, equipment and supplies shall be made available to the CONTRACTOR without cost for the purpose of storage of CONTRACTOR's materials and equipment. Storage space shall be kept neat and clean.

Alternate #1: (Service 4 Days per Week) The CITY will provide wax, mops, rags, trash can liners, restroom supplies, machines, and equipment necessary to perform duties and CONTRACTOR will install restroom supplies consisting of toilet tissue, towels, and liquid soap, etc. and notify City when material/supplies need to be purchased.

LIABILITY

The CITY shall not be responsible for property damage, personal injury, or deaths to persons, which occur without fault on the part of the CITY as a result of or incident to performance of contract, and the CONTRACTOR shall pay the cost of defense and save the CITY harmless from any or all claims arising from such causes.

WORKER'S COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Worker's Compensation and Property Damage Insurance, Public Liability Insurance with limits of \$500,000 shall be required naming the CITY as an "Additional Insured". All employees shall be covered by a Dishonesty Bond (Blanket Position) of not less than \$10,000 by a company acceptable to the CITY and a certificate shall be furnished to the CITY. A Certificate of Insurance must be furnished on all insurance. (See Exhibit "B" - Insurance Requirements).

SAFETY PRECAUTION

The CONTRACTOR shall be responsible for instructing his employees in appropriate safety measures and shall not permit them to place mops, brooms, machines, and other equipment in such a manner as to create a safety hazard.

AREA

The CITY reserves the right to add or delete square footage as may be required. Any change which increases or decreases custodial services will be subject to review and revisions of cost of such service to the building during the terms of that contract. The addition or deletion will be given with a minimum five (5) days notice.

HOLIDAYS

The following days shall be holidays recognized by the CITY:

New Year's Day	January 1
President's Day	(Determined Yearly)
Good Friday	Friday Before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Eve (1/2 Day)	December 24
Christmas Day	December 25
New Year's Eve (1/2 Day)	December 31

If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday, and if any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

CLEANING SCHEDULE

AREA: Offices, Conference Rooms, Laboratories, Restrooms, Lounges, Closets,
Storage Areas, Lobbies, Corridors, Stairwells, Elevators

SCOPE AND SCHEDULE OF SERVICES:

(**Base Bid:** Monday through Friday)

(**Alternate Bid #1:** Monday, Tuesday, Thursday, Friday)

FURNITURE

FREQUENCY

Dust horizontal surfaces	Daily
Dust vertical surfaces	Weekly
Wash counter tops	Daily
Spot wash furniture	As needed
Dust clocks	Weekly

FLOOR MAINTENANCE

Dust mop, spot clean and spot finish	Daily
Wet mop floor	Twice a week
Wash uncarpeted floors	Semi-monthly
Sweep stairwells and stairs	Daily
Vacuum elevator floors	Daily
Vacuum offices, reception areas and lobbies	Daily
Spot wash carpets	As needed

RESTROOMS

Empty waste containers	Daily
Clean and sanitize urinals, commodes, sinks	Daily
Clean mirrors and countertops	Daily
Clean soap, tissue and towel dispensers	Daily
Wash partitions and walls	Daily
Wet mop floor and sanitize	Daily
Clean plumbing and all fixtures	Daily
Polish handicap railing	Monthly
Refill dispensers	As needed

ACCESSORIES

Empty and wipe waste baskets	Daily
Replace waste basket liners	Daily
Dust Venetian blinds	Bi-monthly
Clean drinking fountains, polish	Daily
Clean walls, doors and metal in elevators	Weekly
Clean hand railings	Weekly

DOORS, WALLS AND CEILINGS

Dust wood/wash metal doors	Twice a week
Dust ledges, sills, molding, baseboards, etc.	Twice a week
Dust lower walls	Monthly
Dust overhead (excluding lighting)	Bi-monthly
Spot wash walls and woodwork, doors, partitions (fingerprints, chair marks, etc.)	As needed
Wash baseboards	Annually
Dust railings and ledges in stairwells	Weekly

WINDOW CLEANING

Clean Mirrors	Daily
Clean entry glass and lower level inside glass	Daily
Clean door glass	Daily
Clean reception/payment counter glass	Twice a week or as needed
Wash interior office windows	Semi-annually

OUTSIDE AREAS

Sweep/pick up entrances to building	Daily
-------------------------------------	-------

MISCELLANEOUS

Wash interior of refrigerator	Semi-annually
Wash interior of microwave	Quarterly
Clean sinks/counter top in break rooms	Daily
Replace light bulbs (furnished by City)	As needed

EXHIBIT "B"

CITY OF DOWAGIAC INSURANCE REQUIREMENTS

The CONTRACTOR shall not commence work under this contract until he has obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers acceptable to CITY.

1. Workers' Compensation Insurance: The CONTRACTOR shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
2. Commercial General Liability Insurance: The CONTRACTOR shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent.
3. Dishonesty Bond: All employees of CONTRACTOR shall be covered by Dishonesty Bond (blanket position) of not less than \$10,000.00.
4. Additional Insured: Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": City of Dowagiac, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
5. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Honesty Bonds as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: City of Dowagiac, Attention David A. Pilot, P. O. Box 430, Dowagiac, MI 49047.
6. Proof of Insurance Coverage: The CONTRACTOR shall provide the CITY at the time the contracts are returned by him for execution, certificates as listed below:
 - a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Honesty Bond.
7. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to CITY at least ten (10) days prior to the expiration date.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: December 8, 2014

SUBJECT: Industrial Park Building Lease

Over the last several months staff has been working with Pride Care because they are looking to move from their current leased facility into a more suitable facility. After considering a number of options it appears that the City building a facility in the Industrial Park and leasing it to Pride Care is the best for both parties. The primary reason for city ownership is that should Pride Care no longer be serving the community, the City will have a facility ready for another provider. In the meantime, all capital and operating costs of the building will be paid for by Pride Care.

The term of the lease will run concurrent with the contract that Pride Care has with the Cass Van Buren Emergency Services Authority. The term of the agreement is three years and is up for its second renewal. The monthly rental will be \$1,350 plus utilities. The tenant is responsible for basic maintenance. The Planning Commission has approved the site plan.

The last of the details are being finalized with the city attorney. The attached resolution authorizes the City Manager to execute the final form upon approval of counsel.

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

RECOMMENDATION

Approve a resolution that authorized the City Manager to enter into a lease agreement with Pride Care under the terms stated above.

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 residents are provided ambulance services by Pride Care, and;

WHEREAS, Pride Care needs improved facilities and the City of Dowagiac has the means by which to construct then lease facilities to Pride Care,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the terms of a building lease with Pride Care, and;

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to complete lease negotiations and act as signatory for the execution of a lease once the legal review is complete.

ADOPTED/REJECTED

PROPERTY LEASE

CITY OF DOWAGIAC, a Michigan municipal corporation, whose address is 241 S. Front Street, Dowagiac, Michigan 49047 (the "**Lessor**"), and **COLOMA EMERGENCY AMBULANCE, INC.**, doing business as **PRIDE CARE**, a Michigan municipal corporation, whose address is P.O. Box 487 Coloma, Michigan 49038 (the "**Tenant**"), enter into this Lease subject to the following conditions:

1. Premises. The Lessor leases to the Tenant that certain real property located at 56601 Enterprise Dr., Dowagiac, Michigan 49047 (the "**Premises**"), more specifically described on the attached Exhibit A. The Premises are located on Lot 8 Dowagiac Business Park, a condominium whose Master Deed is recorded in Liber 996, Page 513, as the same has been and may subsequently be amended, Cass County Records (the "**Property**").

2. Term. The term of the Lease shall be for approximately two years and three months, commencing on the date of the issuance of a certificate of occupancy for the Premises (the "**Commencement Date**") and ending at 5 pm March 1, 2017. Tenant may terminate the Lease earlier than the term by providing Lessor at least three (3) months' notice and by paying rent to Lessor for the period of time through the date of termination and for an additional six (6) months thereafter.

3. Rent.

a. **Base Rent.** The Tenant shall pay rent to the Lessor in equal monthly installments of One Thousand Three Hundred Fifty and 00/100 Dollars (\$1,350.00), starting on the Commencement Date. Monthly installments of rent shall be due and payable in advance on the first day of each calendar month. Rent for any partial month of occupancy shall be prorated. Rent shall be paid to the Lessor at the address shown above or any other place designated in writing by the Lessor. Rent that is more than five (5) days late shall incur a late charge of five percent (5) which shall be due and payable immediately.

b. **Additional Rent.** The Tenant shall pay for all other services contracted for by the Tenant as soon as an invoice is presented so that no past due accounts arise. In addition, any fees, costs, or expenses incurred by the Lessor for enforcing the Tenant's obligations under this Lease, including reasonable attorneys' fees, shall be additional rent owing under the Lease and shall be due and payable immediately by the Tenant.

c. **Covenants Concerning Rent Payment.** Tenant shall pay the Rent promptly when due on the first day of each month, without notice or demand, and without any abatement, deduction or setoff, except as may otherwise be expressly and specifically provided in this Lease. No payment by Tenant, or receipt or acceptance by Lessor, of a lesser amount than the correct Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord or satisfaction, and Lessor may accept such payment without prejudice to its right to recover the balance due or to pursue any other remedy available to Lessor. A payment by Tenant of Rent or any other sum due under this Lease shall not be deemed paid by Tenant until the payment (i) is actually received by Lessor, and (ii) has cleared the banking system and been fully credited to Lessor's account.

4. Security Deposit. Tenant shall deposit with Lessor the sum of Zero and 00/100 Dollars (\$00.00) in cash (the "**Security Deposit**"), representing security for the performance by Tenant of the covenants and obligations hereunder. The Security Deposit shall be held by Lessor, without interest, in favor of Tenant; provided, however, that no trust relationship shall be deemed created thereby and the Security Deposit may be commingled with other assets of Lessor. If Tenant defaults in the performance of any of its covenants hereunder, Lessor may, without notice to

Tenant, apply all or any part of the Security Deposit, to the extent required for the payment of any Rent or other sums due from Tenant hereunder, in addition to any other remedies available to Lessor. In the event the Security Deposit is so applied, Tenant shall, upon demand, immediately deposit with Lessor a sum equal to the amount so used. If Tenant fully and faithfully complies with all the covenants and obligations hereunder, the Security Deposit (or any balance thereof) shall be returned to Tenant within thirty (30) days after the last to occur of (i) the date the Term expires or terminates or (ii) delivery to Lessor of possession of the Premises. Lessor may deliver the Security Deposit to any purchaser of Lessor's interest in the Premises, and thereupon Lessor shall be discharged from any further liability with respect to the Security Deposit.

5. Acceptance of Occupancy. The Tenant shall commence occupancy of the Premises on the Commencement Date and begin paying Rent as required by this Lease. The Tenant acknowledges that the Premises are in a state of repair that is acceptable for the Tenant's intended use of the Premises and accepts the Premises "AS-IS," "WHERE-IS" basis. Tenant acknowledges that neither Lessor nor any representative of Lessor has made any representation as to the condition of the foregoing or the suitability of the foregoing (including compliance with all applicable laws and ordinances) for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of the foregoing and is satisfied with the results of such inspection.

6. Use. The Premises are to be used and occupied by the Tenant exclusively for ambulance and related services. Any change in the use of the Premises by the Tenant shall require written approval from the Lessor. Tenant shall keep the Premises professional, organized and clean at all times. The use of the Premises is subject to the rules and regulations established by Lessor as well as the requirements of the Condominium Master Deed and Bylaws.

7. Signs. Tenant shall not affix any sign of any size or character to any portion of the Property, without prior written approval of Lessor, which approval shall not be unreasonably withheld or delayed. Tenant shall remove all signs of Tenant upon the expiration or earlier termination of this Lease and immediately repair any damage to either or both of the Property and the Premises caused by, or resulting from, such removal.

8. Compliance with Laws. Tenant shall, at its sole expense (regardless of the cost thereof), comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions pertaining thereto in connection with the enforcement thereof, and all recorded easements, covenants and restrictions (collectively, "Laws"), pertaining to the Property, the Premises and Tenant's use and occupancy thereof. If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term. Tenant shall give prompt notice to Lessor of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority with respect to the Property, the Premises and the use or occupation thereof.

9. Hazardous Materials. Except only to the extent necessary and appropriate to lawfully and in good faith operate Tenant's business at the Premises in strict accordance with Section 6 and all other provisions of this Lease, and consistent with good and safe business practices, Tenant shall not conduct, authorize, permit or allow the generation, transportation, storage, use, treatment or disposal of any Hazardous Material (defined below) at, to, from, on or in the Premises. If, at any time or from time to time during the Term (or any extension thereof), any Hazardous Material (defined below) is generated, transported, stored, used, treated or disposed of at, to, from, on or in either or both of the Premises and the Property by, or as a result of any act or omission of, or under the direction, supervision or control of, Tenant or any member, partner, shareholder, parent,

subsidiary, affiliate, customer, licensee, invitee, agent, employee, representative, supplier, contractor, subcontractor, assignee or subtenant of Tenant (collectively, “*Tenant’s Parties*”): (i) Tenant shall, at its own cost, at all times comply (and cause all others to comply) with all laws (federal, state or local) relating to Hazardous Materials, including, but not limited to, all Environmental Laws (defined below), and Tenant shall further, at its own cost, obtain and maintain in full force and effect at all times all permits and other approvals required in connection therewith; (ii) at Tenant’s sole cost, Tenant will at all times during the Term (and at all times thereafter that Tenant remains in possession of the Premises) take all reasonable measures to prevent the release or discharge of Hazardous Materials at or from the Premises, which measures shall include, but are not limited to, making regular inspections of all areas, containers and apparatus in which Hazardous Materials are stored, used, generated or otherwise present, and installing and maintaining appropriate containment and secondary containment devices; (iii) Tenant shall promptly provide Lessor with complete copies of all communications, permits or agreements with, from or issued by any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, or placement of Hazardous Materials on or in the Premises or any portion of the Property, or the generation, transportation, storage, use, treatment, or disposal at, on, in or from the Premises, of any Hazardous Materials; and (iv) Lessor and its respective agents and employees shall have the right to either or both (x) enter the Premises and (y) conduct appropriate tests for the purposes of ascertaining Tenant’s compliance with all applicable laws (including Environmental Laws), rules or permits relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from all or any portion of either or both of the Premises and the Property; and (iv) upon written request by Lessor, Tenant shall provide Lessor with the results of reasonably appropriate tests of air, water or soil to demonstrate that Tenant complies with all applicable laws, rules or permits relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from all or any portion of either or both of the Premises and the Property. This Section 9 does not authorize the generation, transportation, storage, use, treatment or disposal of any Hazardous Materials at, to, from, on or in the Premises in contravention of this Section 9. Tenant covenants to investigate, clean up and otherwise remediate, at Tenant’s sole expense, any release of Hazardous Materials caused, contributed to, or created by any or all of Tenant or Tenant’s Parties during the Term. Such investigation and remediation shall be performed only after Tenant has obtained Lessor’s prior written consent; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining such consent. All remediation shall be performed in strict compliance with Environmental Laws and to the reasonable satisfaction of Lessor. Tenant shall be liable for any and all conditions covered hereby, and for all costs relating thereto, that are caused or created by any or all of Tenant and any or all of Tenant’s Parties. Tenant shall not enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected to the Premises without first obtaining Lessor’s written consent (which consent may be given or withheld in Lessor’s sole, but reasonable, discretion) and affording Lessor the reasonable opportunity to participate in any such proceedings. As used herein, the term (x) “Environmental Laws” shall mean any and all laws pertaining to Hazardous Materials or that otherwise deal with, or relate to, air or water quality, air emissions, soil or ground conditions or other environmental matters of any kind; and (y) “Hazardous Materials” shall mean any waste, material or substance (whether in the form of liquids, solids or gases, and whether or not airborne) that is or may be deemed to be or include a pesticide, petroleum, asbestos, polychlorinated biphenyl, radioactive material, urea formaldehyde or any other pollutant or contaminant that is or may be deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or that presents a risk to public health or to the environment, and that is or becomes regulated by any Environmental Law. The undertakings, covenants and obligations imposed on Tenant under this Section 9 shall survive the termination or expiration of this Lease.

10. Repairs and Maintenance. The Lessor shall be responsible for all maintenance and repair of the roof and outside walls. The Tenant shall, at its sole cost and expense (x) maintain and preserve, in first-class condition (subject to normal and customary wear and tear) and (y) perform any and all repairs and replacements required in order to so maintain and preserve, in first class condition, the Premises, the mechanical, electrical, plumbing and heating and the fixtures and appurtenances therein (including, but not limited to, all doors, overhead or otherwise, glass and levelers located in the Premises or otherwise available in the Property for Tenant's sole use; and excluding, however, only those specific components of the Premises for which Lessor is expressly responsible hereunder). In addition to Tenant's obligations above, and notwithstanding the Lessor's obligations, Tenant shall also be responsible for all costs and expenses incurred to perform any and all repairs and replacements (whether structural or non-structural; interior or exterior; and ordinary or extraordinary), in and to the Premises and the Property and the facilities and systems thereof, if and to the extent that the need for such repairs or replacements arises directly or indirectly from any or all of: (a) the performance or existence of any alterations by Tenant, (b) the installation, use or operation of Tenant's property in the Premises, (c) the moving of Tenant's property in or out of the Property, and (d) any act, omission, misuse, or neglect of Tenant, any of its subtenants, or others entering into the Premises by act or omission of Tenant or any subtenant. Tenant shall also be responsible for maintaining the parking and grass areas of the Premises.

11. Surrender of the Premises and Holdover. The Tenant shall surrender the Premises to the Lessor when this Lease expires, broom clean and in the same condition as on the Commencement Date, except for normal wear and tear. Tenant shall remove all of Tenant's property from the Premises and shall remove all alterations and restore all improvements removed or modified by Tenant except as otherwise provided for in the Lease or directed by the Lessor. Tenant shall surrender to Lessor any and all keys, access cards, computer codes or any other items used to access the Premises. If Tenant remains in possession after the end of the Term hereof or any earlier termination date of the Lease, Tenant shall pay 150% of the aggregate of the Base Rent and Additional Rent last prevailing hereunder and shall be a tenant-at-will. This shall not constitute a waiver by Lessor of any re-entry rights of Lessor hereunder or under law.

12. Taxes. Lessor shall pay all real and personal property taxes and assessments levied against the Premises during the term of this Lease, if any. All taxes levied on personal property owned or leased by the Tenant are the sole responsibility of the Tenant.

13. Alterations. Tenant may remodel and improve the Premises only as set forth herein. Any remodeling or improvements that significantly alter the Premises or require an investment by the Tenant in excess of Ten Thousand and 00/100 Dollars (\$10,000.00) shall require written approval from the Lessor, which may be withheld in Lessor's sole discretion. Any work shall be done without injury to any structural portion of the building. Any improvements constructed on the Premises permitted to remain at the termination of the Lease shall become the property of the Lessor. Any alterations shall be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the standards for the Property established by Lessor. Tenant shall obtain all necessary governmental permits and certificates and shall provide Lessor with "as built" plans, copies of all construction contracts, permits and certificates and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers. Tenant cause those contractors, materialmen and suppliers engaged to perform alterations to deliver to Lessor certificates of insurance (in a form reasonably acceptable to Lessor) evidencing policies of commercial general liability insurance (providing the same coverages as required in for Tenant in Section 16) and workers' compensation insurance.

14. Assignment and Subletting. Tenant may not assign, sublet, or otherwise transfer or convey its interest or any portion of its interest in the Premises, whether voluntarily or involuntarily,

without written consent from the Lessor. The Lessor shall have total discretion on its approval of proposed assignments or subleases.

15. Trade Fixtures. All trade fixtures and movable equipment installed by the Tenant in connection with the business it conducts on the Premises shall remain the property of the Tenant and shall be removed when this Lease expires. The Tenant shall repair any damage caused by the removal of such fixtures, and the Premises shall be restored to the original condition.

16. Insurance.

a. Insurance to be Maintained by Lessor. Lessor shall maintain (a) “all-risk” property insurance policy covering the Property (at its full replacement cost), but excluding Tenant’s property, and (b) commercial general public liability insurance covering Lessor for claims arising out of liability for bodily injury, death, personal injury, advertising injury and property damage occurring in and about the Property and otherwise resulting from any acts and operations of Lessor, its agents and employees.

b. Insurance to be Maintained by Tenant. Tenant shall purchase, at its own expense, and keep in force at all times during this Lease the policies of insurance set forth below (collectively, “*Tenant’s Policies*”). All Tenant’s Policies shall (a) be issued by an insurance company with a Best rating of A-X or better and otherwise reasonably acceptable to Lessor and shall be licensed to do business in Michigan; (b) provide that said insurance shall not be canceled or materially modified unless 30 days’ prior written notice shall have been given to Lessor; and (c) otherwise be in such form, and include such coverages, as Lessor may reasonably require. All Tenant’s Policies (or, at Lessor’s option, Certificates of Insurance, in a form reasonably acceptable to Lessor, evidencing said Tenant’s Policies), shall be delivered to Lessor by Tenant upon commencement of the Lease and renewals thereof shall be delivered at least 30 days prior to the expiration of each Tenant’s Policy. Tenant shall give prompt notice to Lessor of any bodily injury, death, personal injury, advertising injury or property damage occurring in and about the Premises or Property.

c. General Liability and Auto Insurance. Tenant shall purchase and maintain, throughout the Term, a Tenant’s Policy(ies) of (i) commercial general or excess liability insurance, including personal injury and property damage, in the amount of not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 annual general aggregate; (ii) comprehensive automobile liability insurance covering Tenant against any losses arising out of liability for personal injuries or deaths of persons and property damage occurring in or about the Premises in the amount of not less than \$1,000,000, combined single limit. The Tenant’s Policies required by this Section shall (a) name Lessor, and any party holding an interest to which this Lease may be subordinated as additional insureds; (b) provide coverage on an occurrence basis; (c) provide coverage for the indemnity obligations of Tenant under this Lease; (d) contain a severability of insured parties provision and/or a cross liability endorsement; (e) be primary, not contributing with, and not in excess of, coverage that Lessor may carry; and (f) provide coverage with no exclusion for a pollution incident arising from a hostile fire.

d. Property and Workers’ Compensation Insurance. Tenant shall purchase and maintain, throughout the Term, a Tenant’s Policy or Policies of (i) “all-risk” property insurance covering Tenant’s property (at its full replacement cost), and damage to other property resulting from any acts or operations of Tenant, and (ii) workers’ compensation insurance per the applicable Michigan statutes covering all employees of Tenant.

e. Waiver of Subrogation. To the extent permitted by law, and without affecting the coverage provided by insurance required to be maintained hereunder, Lessor and Tenant each waive any right to recover against the other for (a) damages to property, (b) damages to all or any portion

of either or both of the Premises and the Property, (c) claims arising by reason of the foregoing, to the extent such damages and claims are insured against, or required to be insured against, by Lessor or Tenant under this Lease, or (d) claims paid by Tenant's workers' compensation carrier. This provision is intended to waive, fully and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation by any insurance carrier. The coverage obtained by each party pursuant to this Lease shall include, without limitation, a waiver of subrogation by the carrier which conforms to the provisions of this section

17. Tenant's Liability. All the Tenant's personal property, including trade fixtures, on the Premises shall be kept at the Tenant's sole risk, and the Lessor shall not be responsible for any loss of business or other loss or damage that is occasioned by the acts or omissions of persons occupying adjoining Premises or any part of the Premises adjacent to or connected with the Premises.

18. Damage or Destruction. Tenant shall give prompt notice to Lessor of (a) any fire or other casualty to the Premises or the Property. Tenant shall be liable for any claim, loss, damage, cost or expense resulting from Tenant's failure to give Lessor the foregoing notice in a timely manner. Subject to the provisions of 18.3 below, if either or both of the Property and the Premises is damaged by fire or other insured casualty, Lessor shall repair the damage and restore and rebuild the Property and/or the Premises (except for Tenant's property) with reasonable dispatch after (x) notice to it of the damage or destruction and (y) the adjustment of the insurance proceeds attributable to such damage. Subject to the provisions of below, Tenant shall not be entitled to terminate this Lease and no damages, compensation or claim shall be payable by Lessor for purported inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Property pursuant to this Section. Lessor shall use its diligent, good faith efforts to make such repair or restoration promptly and in such manner as not to unreasonably interfere with Tenant's use and occupancy of the Premises, but Lessor shall not be required to do such repair or restoration work except during normal business hours of business days.

a. Rental Abatement Provided that any damage to either or both of the Property and the Premises is not caused by, or is not the result of acts or omissions by, any or all of Tenant and Tenant's Parties, if (a) the Property is damaged by fire or other casualty thereby causing the Premises to be inaccessible or (b) the Premises are partially damaged by fire or other casualty, the Rent shall be proportionally abated to the extent of any actual loss of use of the Premises by Tenant.

b. Total Destruction. If the Property or the Premises shall be totally destroyed by fire or other casualty, or if the Property shall be so damaged by fire or other casualty that (in the reasonable opinion of a reputable contractor or architect designated by Lessor): (i) its repair or restoration requires more than 180 days or (ii) such repair or restoration requires the expenditure of more than 50% of the full insurable value of the Property immediately prior to the casualty or (iii) the damage (x) is less than the amount stated in (ii) above, but more than 10% of the full insurable value of the Property; and (y) occurs during the last six months of Lease Term, Lessor and Tenant shall each have the option to terminate this Lease (by so advising the other, in writing) within ten (10) days after said contractor or architect delivers written notice of its opinion to Lessor and Tenant, but in all events prior to the commencement of any restoration of the Premises or the Property by Lessor. In such event, the termination shall be effective as of the date upon which either party receives timely written notice from the other terminating this Lease pursuant to the preceding sentence. If neither Lessor nor Tenant timely delivers a termination notice, this Lease shall remain in full force and effect. Notwithstanding the foregoing, if (A) any holder of a mortgage encumbering the Property or Lessor pursuant to a ground lease encumbering the Property (collectively, "Superior Parties") or other party entitled to the insurance proceeds fails to make such proceeds available to Lessor in an amount sufficient for restoration of the Premises or the Property, or (B) the issuer of

any casualty insurance policies on the Property fails to make available to Lessor sufficient proceeds for restoration of the Premises or the Property, then Lessor may, at Lessor's sole option, terminate this Lease by giving Tenant written notice to such effect within thirty (30) days after Lessor receives notice from the Superior Party or insurance company, as the case may be, that such proceeds shall not be made available, in which event the termination of this Lease shall be effective as of the date Tenant receives written notice from Lessor of Lessor's election to terminate this Lease. Lessor shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease by virtue of any delays in completion of repairs and restoration. For purposes of this Section only, "full insurable value" shall mean replacement cost, less the cost of footings, foundations and other structures below grade.

c. Insurance Proceeds. Lessor shall not be obligated to expend in repairs and restoration an amount in excess of the proceeds of insurance recovered with respect to any casualty. Tenant acknowledges that Lessor shall be entitled to the full proceeds of any insurance coverage, whether carried by Lessor or Tenant, for damage to either or both of the Premises and the Property (excluding any proceeds for damage to Tenant's property). In the event that either or both of the Premises and the Property are not repaired or reconstructed, all proceeds of insurance (excluding any proceeds covering Tenant's Property), whether carried by Lessor or Tenant, shall be payable to Lessor. Lessor's duty to repair the Premises and the Property (excluding Tenant's Property) is limited to repairing the Premises to the condition existing immediately prior to such fire or other casualty.

19. Condemnation. If any part of the Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the Lessor or the Tenant may terminate this Lease upon notice which must be delivered within thirty (30) days of the notice of taking, effective the date the public authority takes possession. All damages for the condemnation of the Premises, or damages awarded because of the taking, shall be payable to and the sole property of the Lessor.

20. Indemnity. Tenant shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from an adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the lease term from any cause, with respect to the Tenant or the Premises, including but not limited to contamination by hazardous material as a result of Tenant's use of activities, or of Tenant's agents or contractors. This indemnification of Lessor by Tenant includes, without limitation, costs incurred in connection with any investigation or site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater on or under the Premises. This indemnity excludes liability resulting from the intentional acts or gross negligence of the Lessor or its employees, agents, invitees.

21. Default and Reentry. If the Tenant fails to pay rent within ten (10) days of when due; if the Tenant fails to perform any other obligations under this Lease within ten (10) days after receiving written notice of the default from the Lessor; if the Tenant makes any assignment for the benefit of creditors or a receiver is appointed for the Tenant or its property; or if any proceedings are instituted by or against the Tenant for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this Lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Tenant shall continue to be liable to the Lessor for all Rent and any other sums owed under this Lease and for any rent deficiency that results from reletting the Premises during the term of this Lease as well as all damages Lessor is entitled to

recover under any provision of this Lease or at law or in equity, and all costs and expenses incurred in the enforcement of this Lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this Lease for any default by the Tenant by giving the Tenant written notice of the termination.

22. Subordination; Notices to Superiors Lessors and Mortgages; Attornment.

a. Subordination. Provided that Tenant is provided with a customary subordination, nondisturbance and attornment agreement duly executed by the holder of any mortgage or the landlord pursuant to any ground lease, this Lease shall be subject and subordinate at all times to (a) all ground leases or underlying leases that may now exist or hereafter be executed affecting either or both of the Premises and the Property and (b) any mortgage that may now exist or hereafter be placed upon, and encumber, any or all of (x) the Property; (y) any ground leases or underlying leases for the benefit of the Property; and (z) all or any portion of Lessor's interest or estate in any of said items. Notwithstanding the foregoing, Lessor shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases that benefit the Property or any such mortgage liens to this Lease. Tenant shall execute and deliver, upon demand by Lessor and in the form reasonably requested by Lessor, any additional documents evidencing the priority of subordination of this Lease with respect to any such ground leases or underlying leases for the benefit of the Property or any such mortgage.

b. Estoppel Certificates. Tenant agrees, from time to time and within ten (10) days after request by Lessor, to deliver to Lessor, or Lessor's designee, an estoppel certificate stating such matters pertaining to this Lease as may be reasonably requested by Lessor. Failure by Tenant to timely execute and deliver such certificate shall constitute an acceptance of the Premises and acknowledgment by Tenant that the statements included therein are true and correct without exception. Lessor and Tenant intend that any statement delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee of the Property or of any interest therein or any other Lessor designee.

c. Transfer for Lessor. In the event the event of a sale or conveyance by Lessor of the Property, the same shall operate to release Lessor from any future liability for any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to Lessor's successor in interest with respect thereto and agrees to attorn to such successor.

23. The Tenant's Possession and Quiet Enjoyment. As long as the Tenant pays the Rent as specified in this Lease and performs all its obligations under this Lease, the Tenant may peacefully and quietly hold and enjoy the Premises for the term of this Lease.

24. Lessor's Rights. Lessor and its respective agents, employees and representatives shall have the right to enter the Premises at any time or times upon reasonable prior notice (except in the event of emergency): (a) to examine and inspect the Premises and to show them to actual and prospective lenders, prospective purchasers or mortgagees of the Property or providers of capital to Lessor and its affiliates; and (b) to make such repairs, alterations, additions and improvements in or to all or any portion of either or both of the Premises and the Property as Lessor is required or desires to make. Lessor shall be allowed to take all materials into and upon the Premises that may be required in connection with any repairs, alterations, additions or improvements, without any liability to Tenant and without any reduction or modification of Tenant's covenants and obligations hereunder; provided, however, that Lessor shall use reasonable efforts to limit interference with Tenant's business operations and Tenant's occupancy and use of the Premises. During the period of three (3) months prior to the Expiration Date (or at any time, if Tenant has vacated or abandoned the Premises or is otherwise in default under this Lease), Lessor and its agents may exhibit the Premises to prospective tenants.

Additionally, Lessor shall have the following rights with respect to the Premises, exercisable without notice to Tenant, without liability to Tenant, and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff or abatement of Rent: (i) to designate and approve, prior to installation, all types of signs; (ii) to have pass keys, access cards, or both, to the Premises; and (iii) to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant vacates or abandons the Premises for more than thirty (30) consecutive days or without notice to Lessor of Tenant's intention to reoccupy the Premises.

25. Gross Lease. This Lease is a gross lease. All rent is to be paid to the Lessor absolutely and without right of set off without regard to whether the premises are habitable, destroyed or condemned. Tenant is responsible to pay all costs of maintenance or operation of Premises.

26. Non-Waiver. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt and acceptance by Lessor Base Rent or Additional Rent with knowledge of breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

27. Legal Costs. Any party in breach or default under this Lease (the "Defaulting Party") shall reimburse the other party (the "Nondefaulting Party") upon demand for any legal fees and court (or other administrative proceeding) costs or expenses that the Nondefaulting Party incurs in connection with the breach or default, regardless whether suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, in the event of litigation, the court in such action shall award to the party in whose favor a judgment is entered a reasonable sum as attorneys' fees and costs, which sum shall be paid by the losing party. Tenant shall pay Lessor's attorneys' reasonable fees incurred in connection with Tenant's request for Lessor's consent under provisions of this Lease governing assignment and subletting.

28. Guaranty. The obligations of Tenant under this Lease are personally guaranteed by **Brian Balow**, (the "*Guarantor*") pursuant to the terms of a that certain guaranty (the "*Guaranty*") made by Guarantor in favor of Lessor, the form of which is attached hereto as Exhibit B.

29. Entire Agreement. This Lease contains the entire agreement of the parties with respect to its subject matter. This Lease may not be modified except by a written document signed by all the parties to this Lease.

30. Notices. Any notice required to be given pursuant to this Lease shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by Federal Express or other comparable commercial overnight delivery service, addressed to the other party at the addresses set forth below (or to such other address as the parties may designate to each other from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with the courier service:

If to Lessor:	City of Dowagiac 241 S. Front Street Dowagiac, Michigan 49047 Attn:
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With a copy to:	Kotz Sangster Wysocki P.C. 12 Longmeadow Village Drive, Suite 100 Niles, Michigan 49120 Attn: Mowitt S. Drew., Esq.
If to Tenant:	Coloma Emergency Ambulance, Inc. P.O. Box 487 Coloma, MI 49038 Attn:
With a copy to:	

31. Governing Law; Construction. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflicts of law principles. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by law. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant, shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

32. Binding Effect. Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. Tenant hereby releases Lessor named herein from any obligations of Lessor for any period subsequent to the conveyance and transfer of Lessor's ownership interest in the Premises. In the event of such conveyance and transfer, Lessor's obligations shall thereafter be binding upon each transferee (whether successor Lessor or otherwise).

33. WAIVER OF JURY TRIAL. LESSOR AND TENANT ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS LEASE.

34. Counterparts. This Lease may be executed in counterparts, each counterpart constituting an original and together constituting one document. Facsimile signatures of the parties executing this Lease shall bear the same weight and authority as if an original signature.

“LESSOR”

“TENANT”

CITY OF DOWAGIAC, a Michigan
municipal corporation

**COLOMA EMERGENCY AMBULANCE,
INC.** a Michigan corporation

By: _____

By: _____

Its: _____

Its: _____

DRAFT

Exhibit A

Description of Premises

DRAFT

Exhibit B

Guaranty

THIS GUARANTY (the “*Guaranty*”) is made as of the 1st day of _____, 2014 by, Coloma Emergency Ambulance, Inc., a Michigan corporation, and Brian Balow, jointly and severally, (each a “*Guarantor*” and collectively, the “*Guarantors*”) to and for the benefit of City of Dowagiac, a Michigan municipal corporation (“*Lessor*”).

WITNESSETH:

WHEREAS, Lessor and Coloma Emergency Ambulance, Inc., a Michigan corporation, doing business as Pride Care (“*Tenant*”), are parties to that certain Property Lease of even date herewith (the “*Lease*”) for 56601 Enterprise Dr., Dowagiac, Michigan 49047 and more particularly described in the Lease (the “*Premises*”); and

WHEREAS, the Guarantors will derive financial benefits from Tenant’s use and occupancy of the Premises; and

WHEREAS, it is a condition precedent to Lessor’s agreement to execute the Lease and enter into the lease transaction contemplated therein that Guarantor execute and deliver this Guaranty.

NOW, THEREFORE, in consideration of, and as an inducement to Lessor’s agreement to execute the Lease and enter into the lease transaction contemplated therein, and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, each Guarantor covenants and agrees, jointly and severally with the other Guarantor, as follows:

1. Guarantors hereby jointly and severally, absolutely, unconditionally and irrevocably guarantee to Lessor that they and each of them is and shall be directly liable to Lessor for the full and prompt payment of the minimum Base Rent, and all other charges payable by Tenant under the Lease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Lease to be performed and observed by Tenant for the Lease Term. This Guaranty shall terminate at the conclusion of the Lease Term and any additional renewal terms, if applicable, provided the Tenant has not had a monetary Event of Default during the Lease Term and any Renewal Term.

2. If default shall at any time be made by Tenant in the payment of the Base Rent or additional Rent or other sums or charges payable by Lease under the Tenant or in the performance of any of the covenants, terms, conditions or agreements contained in the Lease that accrue at any time during the Lease Term and any Renewal Term of the Lease, Guarantors will forthwith pay such rent or other sums or charges to Lessor, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Lease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Lessor all damages and all costs and expenses that may arise in consequence of any default by Tenant under the Lease (including, without limitation, reasonable attorneys’ fees and any and all expenses incurred by Tenant or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance. Guarantors' liability hereunder is direct and may be enforced immediately without Lessor being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against each Guarantor, without the necessity for any suit or proceedings on Lessor's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Lessor's intention to act in reliance herein or of any other notice or demand to which Guarantors might otherwise be entitled, all of which each Guarantor hereby expressly waives; and each Guarantor expressly agrees that the validity of this Guaranty and the obligations of Guarantors hereunder shall in no manner be terminated, affected or impaired by reason of the assertion or the failure to assert by Lessor against Tenant any of the rights or remedies reserved to Lessor pursuant to the provisions of the Lease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantors shall have notice or knowledge of any of the following) the liability and obligation of Guarantors hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification, or supplement to, or extension or renewal of, the Lease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Lease or this Guaranty or any waiver, consent or approval by Lessor with respect to any of the covenants, terms, conditions or agreements contained in the Lease or any indulgences, forbearances or extensions of time for performance or observance allowed to Lessor from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Lease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, sublease or limitation of liability or obligation of Tenant under the Lease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant) resulting from the operation of any present or future provision of the Bankruptcy Reform Act of 1978 or any other similar federal or state statute, or from the decisions of any court; or (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Lease or the Guarantors in respect of this Guaranty.

5. Notwithstanding the provisions of Paragraph 1 above, this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Base Rents, and any and all other charges by Tenant under the Lease that accrue at any time during the Lease Term or any Renewal Term of the Lease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Lease to be performed and observed by Tenant under the Lease at any time during the Lease Term or any Renewal Term of the Lease are rescinded, cancelled or otherwise must be returned by Lessor upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

6. All of Lessor's rights and remedies under the Lease and under this Guaranty are distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be exclusion of or a waiver of any of the other. No termination of the Lease or taking or recovering of the premises demised thereby shall deprive Lessor of any of its rights and remedies against Guarantors under this Guaranty.

7. Guarantors agree to pay Lessor's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned.

8. This Guaranty shall be legally binding upon Guarantors jointly and severally, their successors and assigns and shall inure to the benefit of Lessor, its successors and assigns. The word "Guarantor" as used herein includes each and every of the persons named above as Guarantor, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. Any notice required to be given to the Guarantors shall be deemed to have been properly given if personally delivered, or if sent by fax (with receipt confirmed by telephone), or if sent by Federal Express or other comparable commercial overnight delivery service, or if sent by Certified U.S. Mail, Return Receipt Requested, addressed to the Guarantors at their respective addresses and/or fax numbers set forth below (or to such other address or fax number as the Guarantors may designate from time-to-time by written notice to Lessor), and shall be deemed to have been given on the day so delivered or faxed or on the first business day after having been deposited with the courier service or U.S. Mail.

10. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned, intended to be legally bound hereby, have executed this Guaranty as of the date first set forth above.

WITNESSES:

GUARANTORS:

Coloma Emergency Ambulance, Inc., a Michigan corporation

By: _____

Its: _____

Fax No. _____

Phone No. _____

Brian Balow

Residence Address:

Fax No. _____

Phone No. _____

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: December 4, 2014

SUBJECT: Contract to Build a Building in Industrial Park

To accommodate the terms of the lease as noted in the previous agenda item, a building needs to be built. The specifications for the structure have been given to us by Pride Care which include a 4 bay garage and office area. The facility will be approximately 2,400 square feet and have sufficient parking.

Quotes were received and the best price we received was from Fryman Construction in the amount of \$150,000. The DPS Director has reviewed the bids and recommends proceeding with Fryman Construction.

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

RECOMMENDATION

Approve a resolution accepting the Proposal from Fryman construction to build a structure in the City of Dowagiac's Industrial Park that will be leased to Pride Care.

Support Documents:
Cover Memo-City Mgr.
Resolution

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

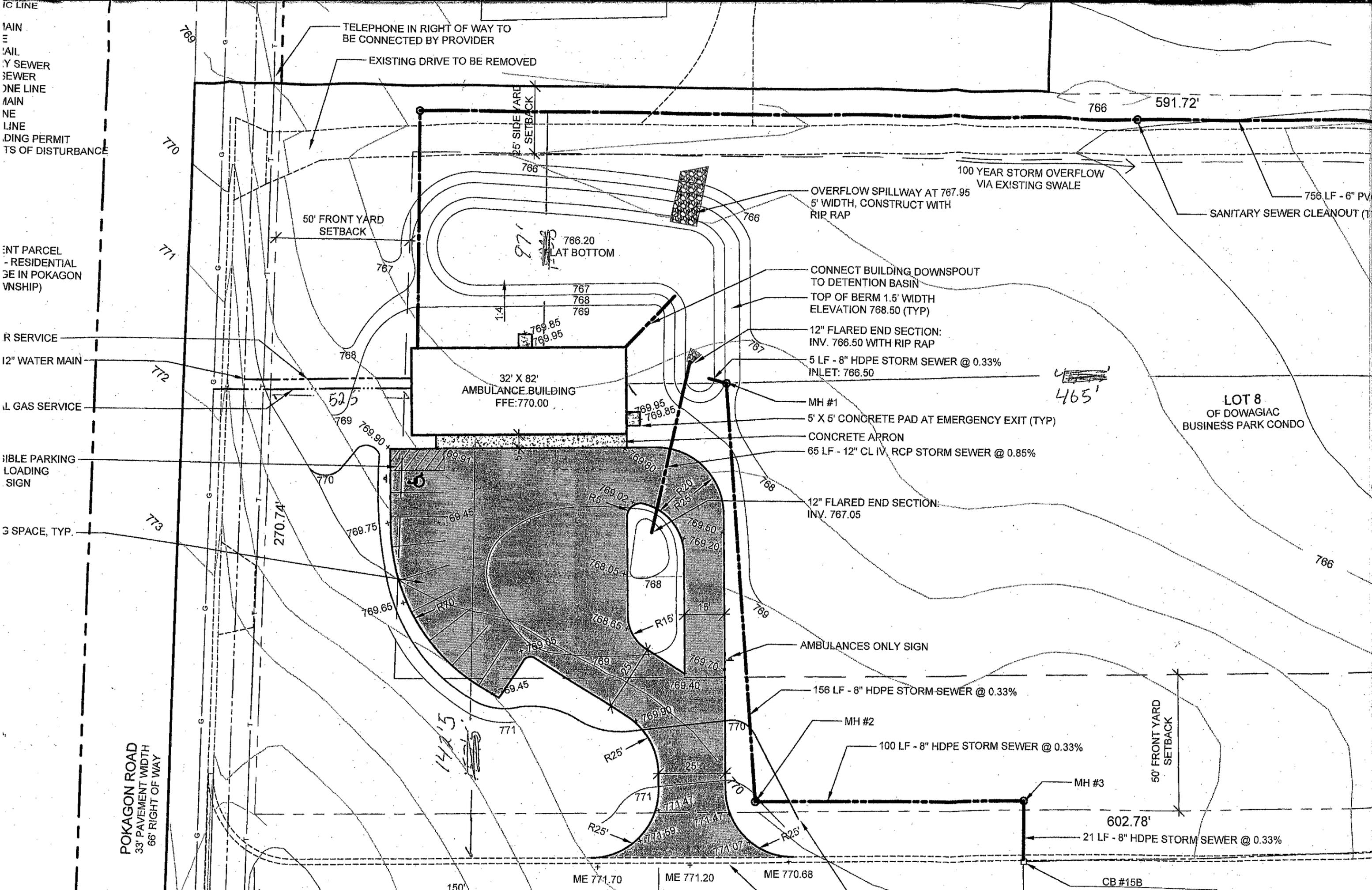
WHEREAS, the City of Dowagiac will be well served by building and leasing a building
to Pride Care, and;

WHEREAS, staff has received quotes for construction and is recommending the low
quote be approved,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative
vote of its City Council, does hereby approve the quote from Fryman
Construction in the amount of \$150,000 to construct a building in the City
of Dowagiac Industrial Park, and;

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

ADOPTED /REJECTED



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ENT PARCEL
- RESIDENTIAL
3E IN POKAGON
VNSHIP)

R SERVICE

12" WATER MAIN

L GAS SERVICE

IBLE PARKING
LOADING
SIGN

3 SPACE, TYP.

POKAGON ROAD
33' PAVEMENT WIDTH
66' RIGHT OF WAY

TELEPHONE IN RIGHT OF WAY TO
BE CONNECTED BY PROVIDER
EXISTING DRIVE TO BE REMOVED

50' FRONT YARD
SETBACK

32' X 82'
AMBULANCE BUILDING
FFE: 770.00

OVERFLOW SPILLWAY AT 767.95
5' WIDTH, CONSTRUCT WITH
RIP RAP

100 YEAR STORM OVERFLOW
VIA EXISTING SWALE

CONNECT BUILDING DOWNSPOUT
TO DETENTION BASIN
TOP OF BERM 1.5' WIDTH
ELEVATION 768.50 (TYP)

12" FLARED END SECTION:
INV. 766.50 WITH RIP RAP
5 LF - 8" HDPE STORM SEWER @ 0.33%
INLET: 766.50

MH #1
5' X 5' CONCRETE PAD AT EMERGENCY EXIT (TYP)
CONCRETE APRON
65 LF - 12" CL IV. RCP STORM SEWER @ 0.85%

12" FLARED END SECTION:
INV. 767.05

AMBULANCES ONLY SIGN

156 LF - 8" HDPE STORM SEWER @ 0.33%

MH #2

100 LF - 8" HDPE STORM SEWER @ 0.33%

MH #3

602.78'

21 LF - 8" HDPE STORM SEWER @ 0.33%

CB #15B

LOT 8
OF DOWAGIAC
BUSINESS PARK CONDO

770

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270.74'

52.5'

142.5'

97'

1.4'

150'

ME 771.70

ME 771.20

ME 770.68

766

591.72'

756 LF - 6" PV
SANITARY SEWER CLEANOUT (T

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465'

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

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #5 for the period ending 12/05/14:

Invoices \$283,061.57
Payroll for Period Ending \$132,223.35
Total \$415,284.92

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

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$283,061.57	\$180,539.19	\$463,600.76

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk

Vendor		Description	Amount
ABSOPURE WATER COMPANY	83425011	BTL WATER/DEPOSITS	40.25
ACCELA INC #774375	8311	MINUTETRAQ MONTHLY SUBSCRIPTION	349.00
ACCOUNTING CONSULTANTS, PC	11/15/14	CONSULTING SVC THROUGH NOVEMBER 15TH,	2,205.00
ALEXANDER CHEMICAL A CARUS COMPANY	SCL 10007202	DRUM CREDIT	(250.00)
ALEXANDER CHEMICAL A CARUS COMPANY	SLS 10025689	WATER TREATMENT CHEMICALS	1,121.92
AMERICAN ELECTRIC POWER	048-197-857-0-2	ST LIGHT - MARCELLUS HWY	10.27
AMERIGAS - HARTFORD 5254	3034895787	PARK SHOP PROPANE	297.19
ANDERSON, KEVIN	12/02/14	CELL PHONE REIMBURSEMENT (09/14 - 12/14)	240.00
ARBOR DAY FOUNDATION	879-025-9492	ANNUAL MEMBERSHIP - S WATSON	10.00
BENDER ELECTRIC, INC	16570	HEATER IN SLUDGE BLDG	160.00
BRADFORD, JARRID	287248950627	CELL PHONE REIMBURSEMENT	60.00
CHET NICHOLS, INC	526410	PLOW MARKERS #80	15.52
CHET NICHOLS, INC	527090	#6 - BRAKE FLUID	27.90
CHET NICHOLS, INC	527214	#6 - STANDARD FLASHER	58.17
CHET NICHOLS, INC	522167	DART #220 - HEADLIGHT	29.77
CINTAS LOCATION #336	5002180891	CH - FIRST AID CABINET	70.96
CINTAS LOCATION #336	5002180890	FIRST AID KIT - DPS GARAGE	94.90
COMCAST	8771 40 238	INTERNET SERVICE - CITY HALL	132.31
COMPASS MINERALS	71248983	ROAD SALT - EARLY FILL	19,522.63
COMPASS MINERALS	71250640	ROAD SALT - EARLY FILL	15,585.65
COMPASS MINERALS	71253275	ROAD SALT - EARLY FILL	3,545.36
CONESTOGA-ROVERS & ASSOCIATES	510332	2014 RESIDENTIAL WELL SAMPLING	1,097.80
CREATIVE VINYL SIGNS	27946	DRY ERASE SIGN	60.00
CREDITORS SERVICE BUREAU	007209	COLLECTION BUREAU FEES	92.66
DAVIS, DAVID	287243883201	CELL PHONE REIMBURSEMENT	45.00
DOUBLEDAY OFFICE PRODUCTS, INC	158412I	CALENDARS	808.35
ETNA SUPPLY	S101209213.001	CCWS - 5/8" & 1" COPPERHORNS	701.76
FED EX	2-849-63470	SHIPPING - RECOVERED GUN	16.73
FLEIS & VANDENBRINK ENGINEERING INC	39006	WWTP DESIGN	5,744.42
FRONTIER	23118907970401035	PHONE SERVICE 10/20 - 11/19/14	1,838.06
FRYMAN'S CONSTRUCTION, INC	12/03/14	FIRST DRAW - AMBULANCE BLDG - EXCAVATION	15,000.00
GARAGE DOORS PLUS MORE, INC	1839	REMOTES FOR DOOR/BELT/ADJUSTMENTS	135.47
GRAMES TIRE & BATTERY, INC	3724	TIRES - PD VEH #121	38.00
GRAMES TIRE & BATTERY, INC	3732	PD VEH #131	38.00
HAAS ALARMS AND SERVICE, INC	062340	ALARM REPAIR - WWTP	70.00
HACH COMPANY	9131310	LAB SUPPLIES/SAMPLER TUBING	1,440.48
HAGGIN FORD & MERCURY INC	12-02-14	2014 FEED THE HUNGRY DECAL ADVERTISING	150.00
HAGGIN WIMBERLY CHEVY OLDS GEO INC	179585	VEH REPAIR #121	75.94
HAGGIN WIMBERLY CHEVY OLDS GEO INC	257661	#103 - MIRROR HOUSING	67.86
HALE'S HARDWARE, INC	C94584	CITY HALL GENERATOR - SAFETY CHAIN LINKS	4.44
HALE'S HARDWARE, INC	D68810	TORCH KIT/ELEC BALLAST	64.97
HALE'S HARDWARE, INC	D68331	PAIL FOR RAGS	11.60
HALE'S HARDWARE, INC	D68332	EMERY CLOTH	7.75
HALE'S HARDWARE, INC	D68329	BLEACH TABS/BOWL CLEANER	9.70
HALE'S HARDWARE, INC	C95145	BUILDING PAINTING - WWTP	12.48
HALE'S HARDWARE, INC	C97170	PAINT FOR WTP	58.66
HALE'S HARDWARE, INC	B63109	MEASURING TAPE	16.48
HALE'S HARDWARE, INC	C97004	SHIPPING CHARGES - RETURN FIXTURES	26.88
HANSON BEVERAGE SERVICE	078613	LABORATORY WATER	31.00

Vendor		Description	Amount
HARDIN, R WAYNE	12/01/14	NOV 2014 BUILDING INSPECTIONS	1,461.20
HD SUPPLY POWER SOLUTIONS, LTD	2571119-01	FIXED NETWORK PROJ - SOFTWARE	7,500.00
HD SUPPLY POWER SOLUTIONS, LTD	25711109-03	FIXED NETWORK PROJ - RADIO EQUIP	19,250.00
HD SUPPLY POWER SOLUTIONS, LTD	2571119-02	FIXED NETWORK PROJ - RADIO EQUIP	5,875.00
HD SUPPLY WATERWORKS, LTD.	D251829	WATER/SEWER STOCK MATERIAL	3,441.03
IBEX INSURANCE AGENCY	36376037	HEALTH INSURANCE PREMIUM-12/1 - 12/31/14	47,413.92
INTERNATIONAL CODE COUNCIL, INC	INV0497184	2012 MI PLUMBING & MECHANICAL CODE BOOKS	156.00
INTERNET BUSINESS SOLUTIONS, INC.	15104	MONTHLY WEBSITE MTCE	39.95
IRISH ACRES DISTRIBUTING	120214I-2	REPAIR CHAIN - INGROUND MVP HOIST	425.00
J & H OIL COMPANY	10331901	CEMETERY GAS	449.51
JIM D'S BODY SHOP, INC	11/17/14	PD VEH #131	859.60
JUDD LUMBER COMPANY, INC	1411-628471	SNOW SHOVELS	59.97
KENT RECORD MANAGEMENT, INC	0049715	SHREDDING SVC 11/01 - 11/30/14	90.00
KOONTZ-WAGNER CONST SERVICES LLC	126568-23	CREW SUPERVISION 10/22 - 11/18	568.00
LAYLIN WELDING, INC	102560	REPAIR SKID SHOES - MT6 TRACKLESS	75.00
LEADER PUBLICATIONS, INC	103886	MISC PUBLICATIONS	153.10
LITTIE DOYLE	11-12-14	AWARD AMOUNT	100.00
MI COMMUNITY ACTION AGENCY ASSOC	12/02/14	EU-MONTHLY PYMT ALLOCATION-12/14	11,408.41
MI MUNICIPAL RISK MANAGEMENT	M0001210	AUTO/LIABILITY INS-QTRS ENDING 07/14 -	35,802.50
MI MUNICIPAL RISK MANAGEMENT	R0001210	MMRMA RETENTION FUND POLICY	5,000.00
MIDWEST ENERGY	3503301	CCWS-VANDALIA TOWER	1,162.31
OLD DOMINION BRUSH COMPANY	0066760-IN	NEW #132 - LEAF COLLECTOR	26,097.00
PHILLIPSON, VICKIE	12/02/14	REIMBURSE FOR NEW MICROPHONE CORDS	128.37
PNC BANK, N.A.	606578517	302 S FRONT ST LOAN	12,445.14
POWER LINE SUPPLY, INC	5878168	WIRE	2,741.94
POWER LINE SUPPLY, INC	5880367	GLOVES	63.00
POWER LINE SUPPLY, INC	5880118	CONNECTORS - STOCK	38.82
POWER LINE SUPPLY, INC	5880119	175W MH LAMPS - STOCK	390.32
POWER LINE SUPPLY, INC	5881006	WIRE - WO 14-1028	3,500.00
POWER LINE SUPPLY, INC	5881825	1000W LAMPS - STOCK	336.60
POWER LINE SUPPLY, INC	5882092	TAPE	352.88
POWER LINE SUPPLY, INC	5882210	LED FIXTURES	794.90
POWER LINE SUPPLY, INC	5883263	175W MH LAMPS - STOCK	22.96
PRAIRIE RONDE REALTY	2763	DECEMBER RENT-DART	150.00
PREFERRED PRINTING, INC	27625	WINDOW ENV/BUS CARDS	255.50
QUILL CORPORATION	7855096	RECEIPT PRINTER TAPE	106.19
R&D SEWER RODDING & DRAIN CLEANING	112414RSA	R & S AGREEMENT	2,500.00
RAMON MORALES	11/25/14	REIMBURSE - SEWER RODDING AT 209 THIRD	280.00
REAL PRO SOLUTIONS, LLC	SP247	CCWS - SNOW PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP248	CCWS - SNOW PLOW VANDALIA TOWER	60.00
ROHDY'S HEATING & COOLING, LLC	0000005225	REPLACED IGNITORS - 2 UNITS - CH	317.80
SCHERR, ROZANNE	12/02/14	OFFICE SUPPLIES & CELL REIMBURSE (09/14	293.17
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SVC 10/14 - 11/12/14	12.81
SHARE CORPORATION	894536	SILICONIZED SOLUTION - SNOW PLOWS	685.78
SIMPSON, KEN	141211	CITY ELECTRICAL INSP NOV 2014	480.00
STATE OF MICHIGAN-MDEQ	17290	DRINKING WATER TREAT CERT RENEWAL -	95.00
THE RIDGE COMPANY	594165	COUPLING/HOSE - #4	5.12
THE RIDGE COMPANY	594164	STEPBAR #07	191.69
THE RIDGE COMPANY	594572	#6 - BRAKE HOSE	15.77

Vendor		Description	Amount
THE RIDGE COMPANY	594645	#131 - ANTIFREEZE	11.37
THE RIDGE COMPANY	594767	#6 - BRAKE LINES & ADAPTERS	23.22
THE RIDGE COMPANY	594782	#6 - RETURN ADAPTERS/COUPLINGS	(2.24)
THE RIDGE COMPANY	594800	GREASE	35.80
THE RIDGE COMPANY	594981	SERPENTINE BELT - #11	45.88
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT 10/19 -	60.00
USA BLUEBOOK	506471	HEATER FOR BISULFATE BLDG (WWTP) &	103.19
VERIZON WIRELESS	9734343292	CCWS-ITRON FIXED NETWORK	53.37
VERIZON WIRELESS	9735848486	MONTHLY CELL PHONE INVOICE	661.93
VFW POST 1855	11/25/14	SHOP WITH A COP PROGRAM	250.00
VTI, INC	PPVS2014441	PRE PLAN SOFTWARE LICENSE	585.00
WAINWRIGHT, EDDIE	12/02/14	PLUMB/MECH INSPECTIONS NOV. 2014	899.40
WIGGINS, DANIEL	188028025202	CELL PHONE REIMBURSEMENT NOV 2014	45.00
WIGHTMAN & ASSOCIATES, INC	48543	ENG SVCS - AMBULANCE SITE PLAN	7,500.00
WIGHTMAN & ASSOCIATES, INC	48558	WWTP - ASSET MGMT PLAN/NPDES PERMIT	40.00
WIGHTMAN & ASSOCIATES, INC	48562	ELK'S TRAIL DESIGN	2,500.00
WIGHTMAN & ASSOCIATES, INC	48563	RUSSOM FIELD DRAINAGE REVIEW	4,171.10
WOLVERINE ELECTRICAL CONTG INC	11/21/14	CH - GENERATOR LOAD TEST	706.00
WOLVERINE ELECTRICAL CONTG INC	21733	TRAFFIC SIGNAL MTCE - LOWE/PR RONDE	660.00
Total:			<u>283,061.57</u>