

REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, February 23, 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 Danielle Lucas
-Councilmember Lori Hunt
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – February 9, 2015
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- PUBLIC HEARING –
1. A public hearing will be held to receive input regarding a proposed application for funding through the Michigan State Housing Development Authority's Housing Resource Fund for the development of apartments in the downtown.
- APPOINTMENTS –
1. Local Officers Compensation Commission - Recommended by Mayor, offered by Mayor Pro-Tem: Re-appoint Diane Barrett-Curtis for a term expiring May 2019.
- RESOLUTIONS –
1. Resolution to authorize the preparation of the application for funding through the Michigan State Housing Development Authority's Housing Resource Fund.
 2. Resolution to authorize the Michigan Department of Transportation recommended ADA Complaint Policy for DART.
 3. Resolution to authorize the Local Officers Compensation Commission recommendations regarding the

compensation for the currently vacant position of City Clerk.

4. Resolution to authorize a contract with the Michigan Department of Transportation for airport terminal design study under the Block Grant Program.
5. Resolution to purchase, acquire and construct improvement to the sanitary sewer system and to publish notice of intent to issue revenue bonds.
6. Resolution for Charitable Gaming License requested by the Dogwood Fine Arts Festival.
7. Resolution for Charitable Gaming License requested by Positively Dance.
8. 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>
\$717,232.62	\$186,817.99	\$904,050.61

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, February 9, 2015

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, Lori A. Hunt and Danielle Lucas.

ABSENT: Bob B. Schuur.

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

Councilmember Lucas moved and Councilmember Hunt seconded that the minutes of the January 26, 2015 regular meeting be approved.

Approved unanimously.

PROCLAMATIONS

1. Proclamation recognizing James E. Snow for over 30 years of service as City Clerk.

COMMUNICATIONS

1. Receive audit report for Fiscal Year 2013-14 from the independent auditing firm Yeo & Yeo.

Kristi L. Watson, CPA, YEO & YEO CPAs & BUSINESS CONSUTLANTS presented to Council a Summary of the City of Dowagiac Audit Results, September 30, 2014.

Communication #1
February 9, 2015

CITY OF DOWAGIAC

MEMO TO: Mayor and Council Members

FROM: Kevin P. Anderson, City Manager

DATE: February 6, 2015

SUBJECT: Financial Statements

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Two

The auditors completed their work and presented the final audit for FY 2013-14. A copy is attached for your review. The auditors will be present to review the financial statements with you and address any questions you may have. The auditors have reported that our financial statements and procedures comply with good accounting practices and law.

The audit is an independent review of the City's financial position and recordkeeping. Council's action is to accept the report and make it part of the City's records. The audit report is available for public review in the Clerk's office or on the City's website.

Audits are independent so the appropriate action is to accept or reject the report.

ACCEPTED unanimously.

Moved by: Hunt

Seconded by: Lucas

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

Nays: None (0)

Absent: One (1) Schuur

Abstain: None (0)

2. LOCC recommendations regarding the rate of pay for City Clerk position that will be vacant February 13, 2015.

Councilmember Laylin offered and moved to TABLE the following resolution; seconded by Councilmember Burling.

WHEREAS, the Local Officers' Compensation Commission (LOCC) of the City of Dowagiac, at its meeting on February 3, 2015 approved a salary range and adjustment to the compensation for the City Clerk; and

WHEREAS, it is the recommendation of the LOCC that the salary range for the City Clerk be adjusted consistent with pay grade 7 of the City of Dowagiac Non-Union Classification & Compensation System, and;

WHEREAS, it is the recommendation of the LOCC that the City Clerk have an annual compensation rate of \$25.00 per hour; and

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

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Three

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, does hereby approve an amendment to the annual compensation of the City Clerk, in conjunction with the requirements established by the Local Officers' Compensation Commission as approved on February 3, 2015. In accordance with said recommendation, the City Clerk will be paid an annual compensation rate of \$25.00 per hour.

TABLED

APPOINTMENTS

1. Mayor will recommend appointment of a sub-committee that will solicit applications for City Clerk, interview applicants and prepare a recommendation for appointment of a City Clerk to City Council.

Mayor Lyons appointed Mayor Pro-Tem Laylin to form a sub-committee consisting of Councilmembers Burling and Dodd, and City Treasurer Coffey.

APPROVED unanimously.

RESOLUTIONS

1. Resolution to authorize the purchase of 214 Commercial Street for future development.

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

WHEREAS, the City has actively pursued the ongoing redevelopment and economic vitality of downtown, and;

WHEREAS, it is in the long-term best interest of the City and the downtown to acquire properties for future development as they become available and as the City has resources available, and;

WHEREAS, the City the negotiated purchase price is consistent with the sales price of other similar properties in downtown, and;

WHEREAS, the City Manager has negotiated a tentative purchase agreement, subject to City Council approval, with \$75,000 for purchase of the property at 214 Commercial Street that would accommodate said development, and;

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Four

WHEREAS, the attached "Agreement for Sale and Purchase of Real Estate" has been prepared and reviewed by representatives of the City and Daniel & Bonnie Weaver, and;

WHEREAS, the attached "Post Closing Possession Lease Agreement" has been prepared and reviewed by representatives of the City and Daniel & Bonnie Weaver.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize the City Manager to execute the attached "Agreement for Sale and Purchase of Real Estate" and the "Post Closing Possession Lease Agreement" for the purchase of property from Daniel & Bonnie Weaver.

ADOPTED unanimously.

CONTRACT OF SALE AND PURCHASE

THIS CONTRACT OF SALE AND PURCHASE (this "Agreement") is made and entered into effective as of _____, 2015 (the "Effective Date"), by and **DANIEL R. WEAVER** and **BONNIE WEAVER**, husband and wife (together "Seller"), and **CITY OF DOWAGIAC**, a Michigan municipal corporation ("Buyer").

W I T N E S S E T H:

In consideration of the mutual covenants and agreements set forth below to be kept and performed, the sum of Ten Dollars (\$10.00), and other good and valuable consideration passing between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree that Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property described below for the price and upon the terms and conditions specified below:

1. **THE PROPERTY.** Seller agrees to sell, convey, assign, transfer and deliver to Buyer and Buyer agrees to purchase, acquire and take from Seller that certain real property located in Cass County, 214 Commercial Street, Dowagiac, Michigan 49047, measuring approximately ±_____ total acres as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all of Seller's rights, title, and interests in and to any strips or gores of real estate adjoining such tracts; and together with any and all other improvements, tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining including, but not limited to, all rights, title and interests of Seller in and to adjacent streets, alleys, easements and rights-of-way, and all buildings, structures, fixtures and other improvements situated thereon (collectively, the "Property").

2. **PURCHASE PRICE; EARNEST MONEY; CLOSING AGENT.** The total purchase price (the "Purchase Price") for the Property shall be Seventy-Five Thousand and 00/100 Dollars (\$75,000.00). The Purchase Price shall be paid by Buyer by wire transfer or in certified funds at Closing (as hereinafter defined), after (a) crediting to Buyer the amount of One

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Five

Thousand and 00/100 Dollars (\$1,000.00) (the "Earnest Money") delivered by Buyer to the Closing Agent (as hereinafter defined) within three (3) days after the Effective Date, which Closing Agent shall hold in accordance with the terms of this Agreement, and (b) applying such other prorations, credits, and adjustments as set forth herein. The closing agent hereunder shall be _____, Attention: _____, _____, (____) _____ phone, (____) _____ fax (the "Closing Agent"). If Buyer purchases the Property pursuant to the terms hereof, on the Closing Date the Earnest Money held by Closing Agent will be applied as part payment of the Purchase Price. Otherwise, subject in any event to the terms and provisions herein regarding refund or other disbursement of the Earnest Money, the Earnest Money shall be non-refundable and shall be paid to Seller. The Earnest Money is to be deposited by Closing Agent in an interest bearing account; all interest earned shall be the property of the party entitled to receive the Earnest Money pursuant to the terms of this Agreement.

3. **TITLE AND SURVEY; LEGAL DESCRIPTION.** On the Effective Date, Seller shall order from the Closing Agent an Owner's Title Insurance Commitment ("Commitment") obligating a title insurance company to issue to Buyer at Closing an Owner's Policy of Title Insurance ("Title Policy") in the full amount of the Purchase Price, without standard exceptions (or with extended coverage – as may be applicable), which Commitment shall show good and indefeasible fee simple title in Seller and all encumbrances and other matters, if any, relating to the Property, together with true, correct and legible copies of each document referred to in the Commitment. The Commitment and copies of all title documents referenced in the Commitment shall be delivered to Buyer within ten (10) days after the Effective Date hereof, or longer as may be determined by the Closing Agent. The cost of the Commitment and Title Policy shall be borne by Seller. Within three (3) business days prior to Closing, Seller shall cause the Closing Agent to again furnish Buyer a Commitment covering the Property. Said Commitment shall contain only the Permitted Exceptions (as defined below); and, subject to Paragraph 11 below, any exceptions stated therein other than the Permitted Exceptions shall be disposed of and cured by Seller prior to Closing.

Within a reasonable time period after the Effective Date, Buyer shall order an updated survey of the Property (the "Survey"). The Survey will be sufficient to cause the Closing Agent to delete the standard exceptions from the Owner's Policy of Title Insurance or otherwise permit the issuance of the Owner's Policy of Title Insurance with extended coverage. If the Survey reveals any matter which is unacceptable to Buyer and/or if the Commitment fails to show good and indefeasible fee simple title to the Property to be in Seller (except for Permitted Exceptions), then Buyer may object in the manner set forth in Paragraph 11 below on or before the expiration of the Inspection Period (as defined below). It is expressly understood and agreed that Seller shall use reasonable efforts to cure any such objections. Provided there are no material discrepancies between the legal description shown on the Survey and the legal description contained in Seller's vesting deed; then, in such event, Seller and Buyer hereby agree that the legal description to be attached to the deed at Closing shall be based upon the Survey.

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Six

4. **DOCUMENTS/DUE DILIGENCE INFORMATION.** Within five (5) days after the Effective Date, Seller shall, to the extent not already delivered, deliver to Buyer copies of the following documents that are in Seller's possession and/or control (collectively, the "Property Documents"):

- (a) All boundary, topographic or other surveys of the Property, site-plans and all environmental studies or similar reports on the Property (including, but not limited to, any Phase I and Phase II Environmental Studies);
- (b) All vesting deeds for the Property into Seller;
- (c) All title insurance commitments and policies on the Property;
- (d) Copies of all real estate tax bills for the current year and two prior years;
- (e) All engineering and technical reports in the possession of Seller relating to the Property including, but not limited to, archeological surveys, geotechnical studies, soil compaction reports, wetlands reports, soils reports, assessments and certifications, and any utilities surveys or drawings;
- (f) Any agreement, order or other instrument, if any, which is applicable to the Property and will survive Closing that is not recorded in the Recorder's Office, Clerk of Court's Office, or other local registry;
- (g) All leases or occupancy agreements, if any, affecting the Property;
- (h) All service contracts, if any, that will remain in effect after the Closing Date; and
- (i) All notices, correspondences, contracts and agreements with any governmental entity, agency or authority or utility company or district or adjacent land owner pertaining to the Property, if any.

For purposes hereof, a document is considered to be in Seller's possession if the same is in the possession of Seller, its agents or representatives.

The Inspection Period shall be extended automatically one day for every day after the expiration of the above-described 5-day period that Seller fails to deliver the Property Documents to Buyer.

5. **INSPECTION OF PROPERTY.** Buyer shall have a period of Sixty (60) days after the Effective Date (the "Inspection Period") to make all inspections Buyer may deem necessary to determine if the Property is satisfactory for its needs, including without limitation title searches, land surveys, geotechnical surveys, archeological surveys, soil tests, and environmental assessments of the Property (e.g., without limitation, Phase I and Phase II

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Seven

Environmental Studies). Notwithstanding the foregoing provisions of this Paragraph 5, in the event that Buyer, exercising its sole and absolute discretion, shall determine within said Inspection Period that the Property is not suitable or satisfactory for any reason or no reason, Buyer shall have the right to terminate this Agreement by notifying Seller and Closing Agent in writing prior to the expiration of the Inspection Period. In such event, this Agreement shall be deemed automatically null and void effective as of the date of Buyer's termination notice to Seller, and thereafter neither party shall have any liability hereunder, except as expressly set forth herein to the contrary.

Seller agrees that Buyer, Buyer's agents, contractors and employees shall have the right to enter upon the Property during normal business hours to conduct such inspections, tests and studies as Buyer may deem necessary, provided:

- (a) Such inspections, tests and studies shall not materially damage the Property other than normal wear and tear; and
- (b) Buyer shall leave the Property in at least the same condition as it was prior to entry onto the Property by Buyer or its agents, contractors or employees; or, in the event of any damage to the Property caused by Buyer's agents, contractors or employees (other than reasonable wear and tear), Buyer shall immediately repair and restore the Property to its prior condition. Buyer agrees to indemnify and hold harmless Seller against and from any actual material loss arising from any personal injury and/or damage to the Property or the property of any third party to the extent directly caused by the gross negligence or willful misconduct of Buyer or its employees, agents or contractors. The provisions of this Paragraph 5 shall survive any early termination of this Agreement and the Closing of the transaction contemplated hereunder, and shall not merge with the delivery of the warranty deed and related documents hereunder.

6. **SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.** To induce Buyer to enter into this Agreement and to purchase the Property, Seller makes the following covenants, representations and warranties:

- (a) The Property is owned beneficially and of record by Seller and Seller has full capacity, power and authority to convey the Property to Buyer in accordance with the terms and conditions of this Agreement, without the necessity of obtaining any consents or approvals of, or the taking of any other action with respect to, any third parties; and the person signing on behalf of Seller has full authority to execute this Agreement on behalf of Seller, and to bind Seller to all the terms and obligations herein;
- (b) Seller holds good and indefeasible fee simple title to the Property, and said title is free and clear of all mechanic's liens, liens, mortgages, or encumbrances of any nature (except for Permitted Exceptions or liens, mortgages or encumbrances that

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Eight

will be released on or before Closing), and no work has been performed or is in progress by Seller, and no materials have been furnished to the Property or any portion thereof, which might give rise to mechanic's, materialman's or other liens against the Property or any portion thereof;

- (c) No portion of the Property is, or as of the Closing Date will be, affected by any general, special, or other assessments which remain unpaid or which constitute or which could mature into a lien on the Property, excluding current year ad valorem property taxes levied by all applicable taxing authorities, and Seller has not received notice of any general, special, or other assessment affecting the Property;
- (d) Seller has not received any notice of any special assessments or condemnation or eminent domain proceedings pending or threatened which would affect the Property or any part thereof;
- (e) Seller has not received any notice of any actions, suits or proceedings (including condemnation proceedings) pending or, to the best of Seller's knowledge, threatened, against Seller or the Property (or any portion thereof) which could adversely affect the Property or any part thereof or Seller's ability to perform hereunder, including, without limitation, actions, suits or proceedings which question the compliance of the Property with any applicable rules, ordinances, laws and regulations affecting the Property;
- (f) There are no contracts of sale, leases, options to purchase, rights of first refusal or other agreements (other than Permitted Exceptions) which affect the Property and will survive Closing;
- (g) Neither the execution and delivery of this Agreement, the consummation of the transaction herein contemplated, nor the compliance with the terms, conditions and provisions hereof by Seller will conflict with, or result in a breach of, any of the terms, conditions or provisions of any agreement, order or other instrument to which Seller is a party or by which Seller or the Property is bound;
- (h) The Property has not previously been used as a landfill or as a dump for garbage or refuse, or as a site where Hazardous Materials (as hereinafter defined) have been generated, stored, disposed of or treated. For purposes hereof, "Hazardous Material(s)" shall include, without limitation, any flammable explosives, radioactive materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, and in any regulations adopted and publications promulgated pursuant thereto, and in any other federal, state or local environmental laws, ordinances, rules or regulations (collectively, the "Applicable Environmental Laws"). Seller has not received any notice that the Property has

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Nine

been identified by any federal, state or local agency as a site requiring environmental investigation or clean up or that a neighboring property has been used in the generation, storage or disposal of Hazardous Materials; and neither the Property nor Seller are currently in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any Applicable Environmental Laws. Furthermore, there are no underground Hazardous Materials or petroleum products storage tanks located on or under the Property. Seller hereby represents and warrants as of the Effective Date that Seller has not received any notice that the Property does not comply with any Applicable Environmental Laws;

- (i) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property; and
- (j) As long as this Agreement remains in full force and effect Seller will not lease, mortgage or convey any portion of the Property, or any rights therein, nor enter into any easements, restrictions, liens, assessments, encumbrances or other agreements, or amendments thereto, with respect to the Property or any part thereof, nor alter the physical condition of the Property, nor remove any trees, without the prior written consent and approval of Buyer.

The continued validity in all respects of the representations, warranties and covenants set forth in the above paragraphs, both as of the Effective Date and Closing Date, shall be a condition precedent to Buyer's obligations hereunder. All representations, warranties and covenants contained in this Agreement shall be deemed remade as of the Closing Date and shall survive Closing. In the event any of the above representations, warranties and covenants are breached, Buyer shall have all remedies that are provided in Paragraphs 16 and 23.

7. **CLOSING AND DELIVERY OF POSSESSION.** The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at any time on or before the fifteenth (15th) day following the expiration of the Inspection Period (the "Closing Date"). Closing shall be held at 10:00 a.m., Eastern Standard Time, on the Closing Date at the offices of Closing Agent, or, at Buyer's option (exercisable upon written notice to Seller) at such other place as is reasonably agreed upon in writing by the parties hereto; provided that, the Closing and the delivery of documents to Closing may take place via facsimile (other than any documents to be recorded), email (other than any documents to be recorded), and/or overnight delivery by a nationally recognized courier. Buyer shall provide Seller with no less than five (5) days prior written notice of the proposed Closing Date and time and place of Closing.

At Closing, Buyer shall pay to Seller the Purchase Price as set forth in this Agreement and, simultaneously therewith, Seller shall convey the Property to Buyer in accordance with the terms of this Agreement; provided, however, the Purchase Price shall not be released to Seller

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Ten

until Buyer's closing attorney and/or agent updates title to the Property, confirms that there are no title exceptions except the Permitted Exceptions, and records the deed for the Property. Upon the consummation of the Closing.

Seller shall be entitled to retain possession of the Property for up to six (6) months in accordance with that certain Post-Closing Lease Agreement.

8. **CONVEYANCE; CLOSING DOCUMENTS.** At the Closing, Seller shall deliver to Buyer a duly executed and acknowledged warranty deed, in the form acceptable to Buyer in its discretion, conveying good and insurable fee simple title to the Property free and clear of all defects, claims, liens and encumbrances except the Permitted Exceptions.

At Closing, Seller shall also execute and deliver to Buyer the following:

- (a) An affidavit reflecting whether Seller is a foreign or non-foreign person in accordance with the provisions of the Internal Revenue Code and Internal Revenue Service Regulations;
- (b) An owner's/seller's affidavit reasonably satisfactory to the title insurance company (the "Title Insurer") issuing the Title Policy on the Property to Buyer, in order to delete from the title policy to be issued the standard printed exceptions relating to, *inter alia*, mechanics' liens and parties in possession;
- (c) Closing Statement;
- (d) A Certificate from Seller certifying that Seller's representations and warranties set forth in Paragraph 6 herein are true as of Closing; and
- (e) Such other instruments as are necessary or reasonable to consummate the transaction contemplated by this Agreement, including such documents as are necessary to cause the Title Insurer to issue the Title Policy, insuring, in the full amount of the Purchase Price, that after Closing, Buyer shall be the owner of fee simple title to the Property, subject only to the Permitted Exceptions.

9. **EXPENSES.** In addition to other provisions for the payment of the expenses contained in this Agreement, Seller shall pay for Seller's attorneys' fees, the cost of preparing and recording the warranty deed, the transfer taxes on the warranty deed, the cost of owner's title insurance, and all costs necessary to deliver marketable title to the Property in accordance with the terms of this Agreement. Buyer shall pay for the cost of all inspections and tests on the Property conducted by Buyer or at its request, and Buyer's attorneys' fees and other fees and expenses incurred by Buyer in connection with acquiring the Property.

10. **PRORATIONS.** Subject to the remaining provisions of this Paragraph 10, all taxes (including applicable user fees), assessments and any other expenses or income affecting the

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Eleven

Property which accrue during the year of Closing shall be pro-rated as of the Closing Date. Prorated taxes shall be prorated based upon the best information available. Prorations at Closing shall not be final unless the tax bill on the Property for the year of Closing is available on or before Closing. If the tax bill for the year of Closing is not available on or before the Closing Date, Seller and Buyer shall re-prorate said taxes within thirty (30) days after receipt of the tax bill on the Property for the year of Closing. At Closing, Seller shall pay or credit against the Purchase Price all unpaid real property taxes; all roll-back and delinquent taxes, including penalties and interest; all assessments that are a lien as of the Closing Date; and all agricultural use valuation recoupments and other recoupments for all years prior to the year of Closing. This Paragraph 10 shall survive the Closing of the transaction contemplated hereunder.

11. **MATTERS TO WHICH THE DEED MAY BE SUBJECT.** The Property is being sold subject to the following Permitted Exceptions, and appropriate provisions shall be contained in the warranty deed and other closing documents from Seller to Buyer making the same subject to the following matters (collectively, the “Permitted Exceptions”):

- (a) Subject to the provisions of Paragraph 10 hereof, all real property taxes and assessments which are a lien on the Property, but are not yet due and payable; and
- (b) Only those Survey matters, easements, covenants and restrictions of record as of the Effective Date to which Buyer does not object in writing (the “Objection Notice”) upon or before expiration of the Inspection Period.

Seller may, but is not obligated to cure said objection(s), and shall give Buyer written notice of its election to cure such objection(s), if any, within five (5) days of receipt of the Objection Notice (the “Objection Response”); provided Seller shall be required to remove and/or satisfy all monetary liens affecting the property, other than taxes not yet due or owing, prior to or at Closing so that the same do not appear on the final Title Policy. In the event that Seller elects not to cure any such objectionable title matters, or the objection(s) are not cured within thirty (30) days of receipt of the Objection Notice, Buyer may, at its option, terminate this Agreement by delivering written notice of such termination (the “Termination Notice”) to Seller, in which event the rights and obligations of the parties hereto shall automatically cease and terminate and the Earnest Money shall be refunded to Buyer. Buyer’s failure to deliver an Objection Notice and/or Termination Notice shall be conclusive evidence of its waiver of all objection(s) and agreement to accept the status of the title to the Property.

12. **USE OF PURCHASE MONEY TO CLEAR TITLE.** To enable Seller to make the conveyance as herein provided, Seller shall, if not otherwise paid at or prior to Closing, at the time of delivery of the deed, use any portion of the Purchase Price to clear title of any or all encumbrances or interests, provided that all instruments so procured are recorded and filed simultaneously with the delivery of the deed; or in the case of institutional mortgages, provided that arrangements in accordance with customary conveyancing practices are made for a discharge to be promptly procured, recorded or filed after the delivery of the deed.

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Twelve

13. **CONDEMNATION.** If, prior to Closing, Seller receives notice of any eminent domain proceedings or notice of the intention of any governmental or quasi-governmental authority to initiate eminent domain proceedings, or if any such proceedings commence or an actual condemnation or taking of the Property, or any portion thereof, occurs, Seller shall promptly notify Buyer in writing and Buyer, by written notice to Seller within thirty (30) days following receipt of Seller's notice, may elect to either terminate this Agreement, in which event Buyer shall receive a full refund of the Earnest Money and this Agreement shall thereafter be null, void and of no further effect (subject to Paragraph 24(j)), or continue this Agreement in full force and effect. In the event that Buyer elects to continue this Agreement in full force and effect, Seller shall at Closing assign to Buyer all of its rights in and to any such condemnation awards or proceedings.

14. **CASUALTY.** In the event that the Property is damaged by an earthquake or other casualty prior to the Closing Date, Buyer may elect to terminate this Agreement in which event Buyer shall receive a full refund of the Earnest Money and this Agreement shall thereafter be null, void and of no further effect (subject to Paragraph 24(j)); or if Buyer so elects, Buyer may purchase the Property in its damaged condition.

15. **BROKERS.** Seller and Buyer represent and warrant each to the other that neither Seller nor Buyer has dealt or consulted with any real estate broker in connection with the transaction contemplated by this Agreement other than _____, the broker for Seller. Without limiting the effect of the foregoing, Seller hereby agrees to indemnify and hold Buyer harmless against and from any claim or demand made by any real estate broker or agent claiming to have dealt or consulted with Seller contrary to the foregoing representation. Similarly, Buyer hereby agrees to indemnify and hold Seller harmless against and from any claims or demands made by any real estate broker or agent claiming to have dealt or consulted with Buyer contrary to the foregoing representation.

16. **DEFAULT BY SELLER.** In the event Seller shall fail to perform or comply with any covenant, agreement or condition contained in this Agreement for any reason other than Buyer's default, and fail to cure such breach within five (5) days after written notice thereof, then Seller shall be in default hereunder and Buyer may, at its option:

- (a) Terminate this Agreement, by written notice to Seller and Closing Agent, and receive a full refund of the Earnest Money; and/or
- (b) Proceed at law and/or in equity to enforce Buyer's rights under this Agreement including, but not limited to, the right to seek specific performance and/or damages.

17. **DEFAULT BY BUYER.** In the event Buyer has not terminated this Agreement in a timely manner as herein expressly provided and thereafter fails to consummate this Agreement for any reason, except for Seller's default and/or the non-fulfillment of any of the Closing conditions set forth herein, Seller shall be entitled, as its sole and exclusive remedy, to

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Thirteen

terminate this Agreement by written notice to Buyer and Closing Agent and to receive the Earnest Money (“Seller’s Liquidated Damages”) for Buyer’s breach of this Agreement; it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and that Seller’s Liquidated Damages represents not a penalty, but a reasonable estimate of such actual damages to Seller. Except as set forth in this Paragraph 17, Seller hereby expressly waives any and all other rights and remedies with respect to a default by Buyer hereunder. The rights of Seller set forth in this Paragraph 17 shall survive any termination of this Agreement.

18. **TIME.** TIME IS OF THE ESSENCE with respect to each and every provision of this Agreement; provided, however, that if any time period provided for herein shall end on a Saturday, Sunday or legal holiday, such time period shall extend to 5:00 P.M. Eastern Standard Time on the next full business day.

19. **NOTICES.** Any notice, demand or request which may be provided or permitted to be given under this Agreement must be in writing and may be sent either by: (1) hand delivery; (2) facsimile; or (3) by delivery through a nationally recognized overnight courier that can provide written proof of delivery, and addressed as follows, or to such other address as a party may specify by duly given notice:

If intended for Seller:

with a copy (which shall not constitute notice hereunder) to:

If intended for Buyer:

Kevin Anderson
City of Dowagiac
241 South Front Street
P.O. Box 430
Dowagiac, MI 49047
Direct: (269) 783-2530

with a copy (which shall not constitute notice hereunder) to:

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Fourteen

Kotz Sangster Wysocki P.C.
Attn: Mitt S. Drew, Esq.
12 Longmeadow Village Drive
Niles, MI 49120
Direct: (269) 591-6917

Notices, demands and requests, if delivered in the manner aforesaid (unless otherwise specifically provided herein), will be deemed received for all purposes hereunder on the date which is the confirmed date of delivery.

20. **COVENANTS OF SELLER.** Seller hereby covenants with Buyer, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

- (a) Seller shall provide Buyer with notice of any violations of any applicable local, state or federal law, municipal ordinance or regulation, order, rule or requirement of any federal, state or municipal department or agency having jurisdiction over or affecting the Property or the construction, management, ownership, maintenance, operation, use, improvement, acquisition or sale thereof, including, without limitation, all health and Applicable Environmental Laws, building laws, regulations and ordinances, and equal access opportunity laws, regulations and ordinances.
- (b) Seller covenants and agrees that, as of the Closing Date, the Property will comply with all Applicable Environmental Laws.
- (c) Seller will continue to maintain the Property in its present condition and repair, subject to normal wear and tear, in accordance with its past practices.
- (d) Seller will not enter into any service contracts which cannot by their express terms be terminated on not more than thirty (30) days' notice and will survive Closing or otherwise affect the use, operation or enjoyment of the Property after Closing, without Buyer's prior written consent.
- (e) Seller will not lease, mortgage or convey any portion of the Property, or any rights therein, nor enter into any easements, restrictions, liens, assessments, encumbrances or other agreements, or amendments thereto, with respect to the Property or any part thereof, nor alter the physical condition of the Property without the prior written consent and approval of Buyer.

21. **CONDITIONS PRECEDENT TO OBLIGATION OF BUYER.** The obligation of Buyer to consummate the transaction hereunder shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which may be waived by Buyer in its sole discretion:

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Fifteen

- (a) Seller shall have delivered to Buyer all of the items in Seller's possession required to be delivered to Buyer pursuant to the terms of this Agreement.
- (b) All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Effective Date and the Closing Date; and Seller shall not have, on or prior to Closing, failed to meet, comply with or perform in any material respect any condition or agreement as required by the terms of this Agreement.
- (c) Seller shall have performed and observed all covenants and agreements of this Agreement to be performed and observed by Seller as of the Closing Date.
- (d) There shall have been no material adverse change in the environmental or other physical condition of the Property; in title matters affecting the Property; in the availability of access to and from the Property; in the availability of utilities to the Property; in the zoning of the Property; or in the results of any other due diligence investigation performed by Buyer with respect to the Property from and after the Effective Date through and including the Closing Date.
- (e) There shall be no change in the matters reflected in the Commitment, and there shall not exist any encumbrance or title defect affecting the Property not described in the Commitment except for the Permitted Exceptions.
- (f) There shall be no material and substantial change in the matters reflected in the Survey, and there shall not exist any easement, right-of-way, encroachment, waterway, pond, flood plain, conflict or protrusion with respect to the Property not shown on the Survey.
- (g) No material and substantial adverse physical change shall have occurred with respect to the Property which would in any way affect the findings made in the inspection of the Property.

If any of the contingencies specified in this Paragraph 21 are not satisfied pursuant to the terms thereof, Buyer may, at Buyer's option, terminate this Agreement by written notice sent or delivered to Seller and Closing Agent, whereupon Buyer shall receive a full refund of the Earnest Money and neither party hereto shall have any further rights or obligations hereunder (subject to Paragraph 24(j)). Alternatively, Buyer may, at Buyer's option, waive any of the aforementioned contingencies and proceed with the Closing.

22. **STANDSTILL.** From and after the Effective Date, and through and including the Closing Date or earlier termination of this Agreement (as applicable), Seller shall not, directly or indirectly, initiate, encourage, pursue, continue, accept or permit any agent, attorney, accountant, or other representative of Seller to discuss, solicit, initiate, encourage, pursue (including the

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Sixteen

furnishing of any information) or accept any inquiries, discussions, offers or proposals which reasonably could lead to a sale or other disposition of the Property.

23. **INDEMNITY.** Seller hereby indemnifies Buyer against and agrees to defend and hold Buyer harmless from any losses incurred by Buyer as a result of Seller's breach of any representation, covenant or warranty hereof. Furthermore, Seller hereby indemnifies Buyer against and agrees to defend and hold Buyer harmless from all fees, charges, claims, demands, causes of action, and suits of any nature whatsoever arising out of (i) the ownership or operation of the Property prior to the Closing; and (ii) any and all activities related thereto, including, without limitation, any injury to tenants, invitees, licensees, guests, customers or other persons who were injured on the Property prior to Closing. This Paragraph 23 shall survive the Closing of the transaction contemplated hereunder and shall not merge with the delivery of the deed and related documents.

24. **MISCELLANEOUS PROVISIONS.**

- (a) Binding Effect. This Agreement and all covenants, terms, conditions, warranties, and undertakings contained herein, and all amendments, modifications and extensions hereof, as applicable, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
- (b) Counterparts; Faxed Signatures. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. Signature pages to this Agreement transmitted by e-mail or facsimile for assembly into an integrated document shall operate to bind the party to this Agreement whose signature has been e-mailed or faxed to the other party.
- (c) Choice of Law. This Agreement is to be governed by, enforced and construed in accordance with the laws of the state of Michigan regardless of conflict of laws principles.
- (d) Assignment. Buyer may not assign its rights and obligations pursuant to this Agreement, in whole or in part, to another party without Seller's consent, not to be unreasonably withheld, conditioned or delayed; provided, however, no such assignment shall relieve Buyer of its obligations hereunder. Seller may not assign its rights and obligations pursuant to this Agreement without Buyer's prior written consent.
- (e) Tax Free Exchange. The parties acknowledge that either or both parties hereto may consummate the transaction contemplated by this Agreement through an exchange permitted by Section 1031 of the Internal Revenue Code of 1986, as amended. The parties shall reasonably cooperate with one another in

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Seventeen

accomplishing such exchange(s) and shall execute any and all documents which may be reasonably required to effectuate such exchange(s); provided, however, that neither party shall have an obligation to do anything that would cause it to incur any liability or obligation or to take title to any property other than the Property, and provided further that such exchange(s) shall in no event delay the Closing.

- (f) Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer and cannot be varied or modified except by written instrument signed by both parties hereto. The parties further agree that there are no other written or oral agreements, understandings, representations, or warranties which have not been expressly set forth herein.
- (g) Attorneys' Fees. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this Agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.
- (h) Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of a subsequent breach.
- (i) Headings. Headings used hereunder are for convenience only and do not constitute a substantive part of this Agreement.
- (j) Survival of Agreement. The warranties, representations and covenants made herein (excluding Closing obligations) shall survive any early termination of this Agreement or the Closing hereof, and shall not merge with the delivery of the deed and related documents.
- (k) Interpretation Presumption. The parties represent and warrant to one another that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and that, in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the provision or document.
- (l) Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015
Page Eighteen

shall not be affected by the severance of such illegal, invalid, or unenforceable provision from this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date.

SELLER:

DANIEL R. WEAVER

BONNIE WEAVER

BUYER:

CITY OF DOWAGIAC, a Michigan municipal corporation

By: _____
Name:
Title:

EXHIBIT A

Legal Description

POST CLOSING POSSESSION LEASE AGREEMENT

THIS POST CLOSING POSSESSION LEASE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2015, by and between **CITY OF DOWAGIAC**, a Michigan municipal corporation (hereinafter referred to as "Lessor"), and **DANIEL R. WEAVER** and **BONNIE WEAVER**, husband and wife (hereinafter collectively referred to as "Lessee"). "

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are the parties to that certain Contract of Sale and Purchase dated _____, 2015 (the "Purchase Agreement"), wherein Lessee agreed to sell to Lessor that real property described in Exhibit "A", attached hereto and incorporated herein

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Nineteen

by this reference (said property, together with all improvements thereon, being hereinafter collectively referred to as the "Property"); and

WHEREAS, contemporaneous with the date of this Agreement, Lessor has acquired fee simple interest in and to the Property in accordance with the provisions of the Purchase Agreement; and

WHEREAS, pursuant to the provisions of the Purchase Agreement, Lessor desires to grant to Lessee, and the Lessee desires to accept, a temporary lease the continued occupancy by Lessee the Property for a period of time not to exceed one hundred eighty (180) days all in accordance with the provisions of this Agreement.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Lease; Exclusive Use. Lessor does hereby grant to Lessee the right to use, occupy and possess the Property for a period of time, commencing on the date of this Agreement and terminating on the date that is one hundred eighty (180) days thereafter (the "Lease Term") for residential and no other purposes. During the Lease Term, Lessee shall be entitled to the exclusive use of the Property.

2. Use; Compliance with Laws. The Property shall be used and occupied by Lessee only for the purposes herein set forth. Lessee shall comply with all laws and regulations affecting the Property and the use and occupancy thereof. All improvements, personal property and fixtures remaining on the Property at the expiration of the Lease Term shall be deemed the property of Lessor and may be disposed of by Lessor in its sole and absolute discretion.

3. Utilities. Lessee shall be responsible for arranging and paying for all utility services required on the Property during the Lease Term, including, without limitation, gas, electricity, cable, telephone, water and sewage.

4. Maintenance; Liens. Lessee shall be solely responsible for all maintenance of the Property. Lessee will not, under any circumstances, suffer or permit any lien to attach to the Property or any portion thereof. If any such lien be asserted, Lessee shall pay and procure the immediate discharge thereof.

5. Release; Indemnity. During the Lease Term, Lessor shall not be liable to Lessee for (i) any damages suffered by Lessee by reason of its use or occupancy of the Premises, or (ii) any injury to Lessee or any persons on or about the Property, whether or not said damages or injuries result from conditions arising upon the Premises, except to the extent caused by the gross negligence or willful misconduct of Lessor. Lessee hereby agrees to indemnify and hold Lessor, its officers, directors, stockholders, beneficiaries, partners, representatives, agents and employees

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Twenty

harmless with respect to any and all claims for damages to the Property, or to persons or property which in any way are related to occurrences upon the Property during the Lease Term.

6. Assignment. Lessee shall have no right to assign this Agreement or any rights conferred hereunder, the parties acknowledging and agreeing that the lease herein granted is personal to Lessee and shall not inure to the benefit of any other party.

7. Default. In the event Lessee fails to observe the terms of this Agreement, Lessee shall be in default hereunder, and Lessor shall be entitled to terminate this Agreement and to such remedies as may be available at law or in equity in connection with such default. In case of any action or proceeding to compel compliance with, or for a breach of, the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and fees of such action or proceeding, including, but not limited to, reasonable attorney's fees. Notwithstanding the foregoing, Lessee shall be entitled to possession of the Property until the expiration of the Lease Term.

8. Removal of Property: During and until the expiration of the Lease Term, Lessee shall be entitled to remove any and all personal property, equipment, fixtures and any other contents of the building and improvements located upon the Property.

9. Miscellaneous.

(a) No delay of Lessor in enforcing any right, remedy, privilege or recourse accorded to Lessor, either by the express terms hereof or by law, shall affect, diminish, suspend or exhaust any of such rights, remedies, privileges or recourses.

(b) None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned, except by a written instrument, duly signed and acknowledged, and delivered by the other party, and not otherwise.

(c) Time is of the essence of this Agreement and of each and every one of the provisions hereof.

(d) This Agreement shall constitute the entire agreement between the parties relative to the subject matter hereof, and shall supersede any prior agreement or understanding, if any, whether written or oral.

(e) This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall be one and the same instrument.

(f) This Agreement is to be governed by, enforced and construed in accordance with the laws of the State of Michigan regardless of conflict of laws principles.

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Twenty-One

IN WITNESSETH WHEREOF, the parties have executed this Agreement as of the date above first written.

LESSOR:

LESSEE:

CITY OF DOWAGIAC, a Michigan
municipal corporation

By: _____
Name: **DANIEL R. WEAVER**

By: _____
Name: _____
Title: _____

By: _____
Name: **BONNIE WEAVER**

Exhibit A

Property

That Property located in _____, Michigan, identified as tax parcel: 14-160-200-028-00

2. Resolution to authorize the adoption of a revised budget for the 2014-15 fiscal year..

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

WHEREAS, the City administration has reviewed the attached budgets for the 2014-15 fiscal year and the actual revenues and expenditures through the first quarter of 2014-15 fiscal year; and

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

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

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

ADOPTED unanimously.

DOWAGIAC CITY COUNCIL MEETING

Monday, February 9, 2015

Page Twenty-Two

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

Councilmember Burling 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 #10 for the period ending 2/5/15:

Invoices	\$155,666.44
Payroll #10	<u>\$115,381.19</u>
Total	\$271,047.63

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>
\$155,666.44	\$115,381.19	\$271,047.63

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: One (1) Schuur

Abstain: None (0)

COMMENTS FROM CITY OFFICIALS

ADJOURNMENT

Upon motion by Councilmember Dodd and seconded by Councilmember Laylin, the Dowagiac City Council adjourned at 7:41 PM.

Donald D. Lyons, Mayor

Rozanne H. Scherr, Assistant City Manager

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: February 19, 2015

SUBJECT: Appointments to Boards and Commissions

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

Local Officers Compensation Commission

- Re-appoint Diane Barrett-Curtis for a term expiring May 2019

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: February 23, 2015

SUBJECT: Michigan State Housing Development Authority (MSHDA) Grant
Application Public Hearing

A public hearing and resolution regarding a grant application to the Michigan State Housing Development Authority (MSHDA) are on Monday's City Council meeting agenda.

The public hearing is to receive comment on a grant through the Michigan State Housing Development Authority's (MSHDA) Downtown Rental Rehabilitation (RR) program for the development of apartments in the downtown.

Marilyn Smith, our housing consultant, is preparing the grant submittal. She was also responsible for posting this public hearing as well.

The resolution authorizes execution of grant application documents with MSHDA for Downtown Rental Rehabilitation (DRR) grant funding. As City Council is aware, this downtown apartment grant funding has been very successful in the past and there are additional downtown property owners that are interested in developing or renovating additional apartments. The DRR program provides funding for rehabilitation of downtown commercial and rental buildings to promote the viability of the downtown district. The proposed application calls for a grant of approximately \$500,000.

Currently three property owners have expressed an interest in this opportunity. The grant application would cover those expressing interest with funds to spare for others who may want to take advantage of this opportunity.

RECOMMENDATION

I recommend that Council hold a public hearing and approve a resolution authorizing the preparation of the application for funding through the Michigan State Housing Development Authority's Housing Resource Fund.

Support Documents:
Cover Memo-City Mgr.
Resolution

PUBLIC HEARING NOTICE

The Dowagiac City Council will hold a public hearing at 7:00PM on Monday, February 23, 2015, in the council room of City Hall at 241 South Front Street, Dowagiac, MI 49047. The purpose of this hearing is to gain citizen input prior to submission of a Housing Resource Fund grant application to MSHDA (Michigan State Housing Development Authority) for DRR funds (downtown rental rehabilitation) to be used within the immediate downtown and DDA district. The application will be for funds not to exceed \$500,000, and will be utilized for rehabilitation of and creation of new apartments above buildings within the downtown district that will benefit low to moderate income residents. All regulations concerning the grant will be governed by terms of local program guidelines adopted by the City Council and approved by MSHDA.

Resolution #1
February 23, 2015

**RESOLUTION
DRR (Downtown Rental Rehabilitation)
HOUSING RESOURCE FUND**

WHEREAS: the City of Dowagiac is interested in continuing its efforts to provide affordable rental housing opportunities for its low-to-moderate income residents; and

WHEREAS: the City of Dowagiac Council Members recommend that the City of Dowagiac support applications for DRR funds for rehabilitation of downtown commercial and rental buildings to promote the viability of the downtown district; and

WHEREAS: the City of Dowagiac Council Members are requesting the application not to exceed \$500,000;

THEREFORE BE IT RESOLVED that the City of Dowagiac Council Members authorize preparation of the application for funding through the Michigan State Housing Development Authority's Housing Resource Fund for funds not to exceed \$500,000.

Leon Laylin, Mayor Pro-Tem

Kevin Anderson, City Manager

MEMO

TO: Kevin Anderson, City Manager

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

DATE: February 18, 2015

RE: ADA Complaint Policy Approval

Attached for your review is a copy of the "City of Dowagiac DART ADA Complaint Policy" that has been prepared for presentation and action by City Council. This policy replaces the current (generic) complaint procedure that is in place for Dial-A-Ride Transit.

This policy is required by the Michigan Department of Transportation as a result of a recent State Management Review which found that MDOT must ensure transit providers (subrecipients) receiving Federal Transit Administration funds have procedures in place for processing ADA-specific complaints. Transit providers are now required to have an internal complaint review system for ADA specific complaints, to retain copies of complaints for at least one year and a summary of all complaints for at least five years.

DART has had in place for many years a generic complaint procedure covering all forms of complaints and suggestions. We have not received any ADA-related complaints in the past five-plus years.

Please bring this policy forward at the City Council meeting on February 23, 2015 for Councilmembers consideration and approval. Once they have approved it I will forward it to MDOT for filing.

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

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: February 23, 2015

SUBJECT: ADA Complaint Policy

A resolution is on Monday's agenda to adopt an ADA Complaint Policy in compliance with regulations of the Michigan Department of Transportation and the Federal Transit Administration. This policy is required as part of the American Disability Act of 1990 which prohibits discrimination on the basis of disability in programs and activities receiving Federal financial assistance.

Specifically, Title II and III of the ADA prohibit discrimination on the basis of disability in the provision of public access to all programs and services offered and public accommodation with regards to the full and equal enjoyment of the goods, services, facilities, or accommodations of any place of "public accommodation" by any person who owns, leases, or operates a place of "public accommodation". "Public accommodations" include most places of lodging (such as inns and hotels), recreation, transportation, education, and dining, along with stores, care providers, and places of public displays.

I have attached a memo from Rose Scherr, Transit Coordinator, detailing the process for developing the policy.

RECOMMENDATION

Adopt the resolution to approve the ADA Complaint Policy in compliance with Michigan Department of Transportation and Federal Transit Administration guidelines.

Support Documents:

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

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

WHEREAS, through the Michigan Department of Transportation, the City of Dowagiac receives financial assistance from the Federal Transit Administration for the operation of its Dial-A-Ride Transportation System; and

WHEREAS, under Federal Transit Administration guidelines all Federal financial recipients are required to comply with requirements in Title II and III of the American Disability Act of 1990; and

WHEREAS, the American Disability Act of 1990 prohibits discrimination on the basis of disability in programs and activities receiving Federal financial assistance; and

WHEREAS, the City of Dowagiac has written an ADA Complaint Policy that complies with provisions of the Federal Transit Administration regulations; and

WHEREAS, the Michigan Department of Transportation has reviewed the ADA Complaint Policy, determined it includes the required elements and needs to be adopted by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby accept the recommendation of the Michigan Department of Transportation to approve and adopt the ADA Complaint Policy as attached hereto.

ADOPTED/REJECTED

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: February 20, 2015

SUBJECT: Local Officers' Compensation Commission Recommendation

For your consideration, a resolution to adopt the salary recommendation for the vacant position of City Clerk is on Monday's agenda. As required by City Charter, the Local Officers' Compensation Commission (LOCC) met on February 18, 2015 to review various materials in preparation for providing a recommended salary for the position in anticipation of the upcoming interviews. Minutes of that meeting will be available at Monday's meeting.

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

WHEREAS, the Local Officers' Compensation Commission (LOCC) of the City of Dowagiac, at its meeting on February 18, 2015 approved a salary and adjustment to the compensation for the vacant position of City Clerk; and

WHEREAS, it is the recommendation of the LOCC that the salary range for the vacant position of City Clerk be established consistent with pay grade 7 of the City of Dowagiac Non-Union Classification & Compensation System, and;

WHEREAS, it is the recommendation of the LOCC that the City Clerk be compensated at a rate of \$740.39 per bi-weekly pay period, and a meeting stipend of \$25, to a maximum of thirty (30) meetings annually, for city governing body meetings where attendance is required for the purpose of producing minutes; and;

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

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, does hereby approve the recommended salary compensation of the City Clerk, in conjunction with the requirements established by the Local Officers' Compensation Commission as approved on February 19, 2015. In accordance with said recommendation, the City Clerk will be compensated at a rate of \$740.39 per bi-weekly pay period, and a meeting stipend of \$25, to a maximum of thirty (30) meetings annually, for city governing body meetings where attendance is required for the purpose of producing minutes.

ADOPTED/REJECTED

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: February 23, 2015

SUBJECT: Airport Terminal Design Study

The Michigan Department of Transportation has received a block grant from the Federal Aviation Administration for airport development projects. Per the Office of Aeronautics, the Dowagiac Municipal Airport is eligible for grant funds to begin the design of a new terminal building. The construction of new facilities will be eligible for grant funds, too. The construction will be under a separate agreement with MDOT at a later date.

Due to the length of the contract, please visit the City's website to view the full document or contact Bobbi Jo to obtain a printed copy.

RECOMMENDATION

Authorize the resolution that approves the contract with MDOT to fund the design of a terminal building at the airport.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Contract

Councilmember _____ offered and moved the adoption of the following Resolution, which was seconded by Councilmember _____.

WHEREAS, City Council it is cost effective to replace the existing terminal building at the airport; and

WHEREAS, federal and state funds are available to the City of Dowagiac for the purpose of Airport and Airway improvements,

WHEREAS, the City's application has been approved for a Michigan Department of Transportation contractor and Federal/State/Local Airport Project Block Grant through the Michigan Department of Transportation (MDOT).

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, hereby approves the agreement under the direction of the Michigan Department of Transportation; and,

BE IT FURTHER RESOLVED that the City Council directs the City Manager to be authorized as the signatory for execution of the same.

ADOPTED/REJECTED

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF DOWAGIAC
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and City of Dowagiac (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Dowagiac Municipal Airport whose associated city is Dowagiac, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated January 23, 2015 attached hereto and made a part hereof.

PROJECT DESCRIPTION: CONSTRUCT TERMINAL BUILDING - TERMINAL STUDY - DESIGN

Recitals:

The PROJECT is eligible for federal funding pursuant to the Airport and Airway Improvement Act of 1982, as amended, and/or the Aviation Safety and Noise Abatement Act of 1979; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act.

The parties agree that:

1. The term "PROJECT COST," as herein used, is defined in Attachment(s) 9, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT involving preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to insure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until

that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to MDOT.

7. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all state, federal, and local applicable statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Assurances, Advisory Circulars, and Certifications.

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. MDOT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 14 at the time of award of the amendment for approved work.
9. Upon receipt of payment request approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED:

11. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$8,550.00
Maximum MDOT Share	\$225.00
SPONSOR Share	\$225.00
<i>Estimated</i> PROJECT COST	\$9,000.00

12. The PROJECT COST will be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligations shown in Section 11 or as revised in a

budget letter, as set forth in Section 14. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
14. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

15. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COST incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned or at the time of financial closure, whichever comes first.
16. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

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

17. This Contract will be in effect from the date of award through twenty (20) years .
18. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.

19. Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by MDOT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of MDOT.

20. In connection with the performance of PROJECT work under this Contract, the parties (hereinafter in Appendix A referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

The SPONSOR will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

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21. In accordance with 1980 PA 278; MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
 22. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

23. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
24. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
25. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF DOWAGIAC

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1

DOWAGIAC MUNICIPAL AIRPORT DOWAGIAC, MICHIGAN

Project No. F-26-0029-1711
Contract No. FM 14-01-C25

01/23/15

	Federal	State	Local	Total
ADMINISTRATION	\$475	\$12	\$13	\$500
DEPARTMENT-AERO	\$475	\$12	\$13	\$500
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$8,075	\$213	\$212	\$8,500
Construct Terminal Building - Terminal Study				
AERO - Design	\$570	\$15	\$15	\$600
CONSULTANT - Design	\$7,505	\$198	\$197	\$7,900
CONSTRUCTION	\$0	\$0	\$0	\$0
CONTINGENCIES	\$0	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$8,550	\$225	\$225	\$9,000

Federal Billing Breakdown:

Bill #1

\$8,550 SBGP 8111

MAC Approval: 1/21/15

ATTACHMENT 9

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING ONLY PRELIMINARY/DESIGN ENGINEERING AT ALL CLASSIFICATIONS OF AIRPORTS

1. The PROJECT COST will include the cost of the consultant hired to do preliminary/design engineering for the PROJECT.
2. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.
3. In addition to the requirements of paragraph 2 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties prepared by an appraiser on the DEPARTMENT's list of approved appraisers.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

4. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
5. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

Appendix B
(Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS

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

1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials of leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

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

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

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

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

APPENDIX F

GENERAL CONDITIONS

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.

APPENDIX F

9. **Suspension or Debarment.** The Sponsor must inform the FAA/MDOT when the Sponsor suspends or debars a contractor, person, or entity.

10. **Ban on Texting When Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

11. **Trafficking in Persons.**

- a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
 - i. Is determined to have violated the Prohibitions; or
 - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
 1. Associated with performance under this agreement; or
 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB

APPENDIX F

Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

12. **Exhibit A Incorporated by Reference.** The Exhibit "A" updated 10/2/13, filed with AIP Project B-26-0029-1311, is incorporated herein by reference.

13. **Co-Sponsor.**

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	<p>ARFF and SRE EQUIPMENT AND VEHICLES: The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	<p>EQUIPMENT OR VEHICLE REPLACEMENT: The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.</p>
Airport	ARFF Equipment - Off-Airport Storage	<p>OFF-AIRPORT STORAGE OF ARFF VEHICLE: The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	<p>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS): The Sponsor agrees that it will:</p> <ol style="list-style-type: none"> 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>requirements for the AWOS; 3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and 4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>
Airport	ALP & AIP Funded Construction	<p>AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.</p>
Airport	Lighting - Operation and Maintenance	<p>LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.</p>
Airport	Temporary NAVAIDS	<p>TEMPORARY NAVAIDS: The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) <u>N/A</u> until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	DBE PLAN: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental	ENVIRONMENTAL: The environmental approval for this project was issued on 1/23/15 This project includes the following mitigation measures: <u>N/A</u> The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	EMAS	EMAS BLOCK PRE-PURCHASE: The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	EQUIPMENT ACQUISITION: The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	FRICTION MEASURING DEVICES: The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
Airport	NAVAIDS - ILS Note that in general,	INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
	Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	Fence - Wildlife	WILDLIFE FENCE: The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
Airport	Land - Revise Exhibit "A" Property Map	UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT: The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
Airport	Land acquisition -Future Land	FUTURE DEVELOPMENT LAND: The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.
Airport	Master Plan - Coordination	COORDINATION: The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
Airport	NAVAIDS -Operations and maintenance	AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT: The Sponsor agrees that it will:

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	SITE SELECTION: The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
Airport	Non-AIP Utility Proration	UTILITIES PRORATION: For purposes of computing the United States' share of the allowable project costs, the allowable cost of the <u>N/A</u> included in the project must not exceed <u>N/A</u> percent.
Airport	Utility Relocation	UTILITY RELOCATION IN PROJECT: The Sponsor understands and agrees that: 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	OBSTRUCTION REMOVAL: The Sponsor agrees to clear Parcel(s) <u>N/A</u> , as shown on Exhibit "A" Property Map, of the following obstructions: <u>N/A</u> prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.
Airport	Pavement	PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;</p> <ol style="list-style-type: none"> 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. <ol style="list-style-type: none"> 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
		<ol style="list-style-type: none"> 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is: <ol style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. <p>Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.</p>
Airport	Pavement Exceeding \$500,000	<u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>The Sponsor agrees to:</p> <ul style="list-style-type: none"> a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken. b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA. c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement.</p> <p>d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.</p>
Airport	Pavement maintenance	<p>MAINTENANCE PROJECT LIFE: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
Airport	RPZ Acquisition	<p>PROTECTION OF RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
Airport	RPZ Acquisition	<p>PROTECTION OF RUNWAY PROTECTION ZONE: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.</p>
Airport	RPZ Future Acquisition	<p>ACQUISITION OF THE RUNWAY PROTECTION ZONE: Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
		<p><u>N/A</u> in the Runway Protection Zones for runways that presently are not under its control within <u>N/A</u> years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
Airport	VALE equipment	<p>LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment included in this subgrant:</p> <ol style="list-style-type: none"> 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. <p>The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.</p>
Airport	VALE Recharging System	<p>RECHARGING SYSTEM VALE- USE AND OPERATION REQUIREMENTS: The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.</p>
Airport or Noise	Building Allowable Costs (Prorate)	<p>BUILDING AIP PRORATION: For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the [Enter Name of Work Item] included in the project must not exceed [Enter Percent (Numerical Value)] percent of the actual cost of the entire building.</p>
Airport or Noise	Noise Land	<p>ACQUISITION OF NOISE LAND: The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	<p>ANNUAL NOISE REPORT: As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information:</p> <ol style="list-style-type: none"> 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map. 6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP. 7) Other information as required by the FAA.
All Sponsor Types	Plans and Specifications	<p>PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.</p>
All Sponsor Types	Plans and Specification s Certification	<p>PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:</p> <ol style="list-style-type: none"> 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project; 2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>of validating the certification statements; 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.</p>
All Sponsor Types	Design-Only Subgrants	<p>DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.</p>
All Sponsor Types	Force account	<p>FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.</p>
All Sponsor Types	Land Acquisition - Revenue and Program Income	<p>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY: The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.</p>
All Sponsor Types	Land acquisition - Relocation	<p>UNIFORM RELOCATION ACT: The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
All Sponsor Types	Noise - mitigation	<p>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES: The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.</p>
All Sponsor Types	Noise Mitigation – Private Land	<p>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY: The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.
		<ol style="list-style-type: none"> 3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds. 4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.
All Sponsor Types	Non AIP work in project	<p>NON-AIP WORK IN APPLICATION: The Sponsor understands and agrees that:</p> <ol style="list-style-type: none"> 1) the Project includes the planning and/or construction of <u>N/A</u> that is not being funded with any Federal funding in this project ; 2) although the Sponsor has estimated a total project cost of <u>\$N/A</u>, the

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>total allowable cost for purposes of determining federal participation will not exceed \$N/A;</p> <p>3) it must maintain separate cost records for the AIP and non-AIP work;</p> <p>4) all cost records must be made available for inspection and audit by the FAA;</p> <p>5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and</p> <p>6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed \$N/A, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.</p>
All Sponsor Types	Planning Scope of Work	<p>PRELIMINARY SCOPE OF WORK: This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.</p>
Airport - Non-primary	Fuel farms	<p>FUELING SYSTEM – USE AND OPERATION REQUIREMENTS: This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.</p>
Airport - Non-primary	Revenue Producing Project	<p>REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type	Type of Project	Special Conditions
		with the subgrant assurances.
Airport	Land Acquisition	LAND ACQUISITION: The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

APPENDIX G

Prime Consultant Statement of DBE Sub-Consultant Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

PRIME CONSULTANT CHECK IF PRIME IS MDOT-DBE CERTIFIED AUTHORIZATION NO. _____ CONTRACT NO. _____

BILLING PERIOD: _____ Check if Final Payment JOB NO. _____

CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate
 PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (signature) _____ TITLE _____ DATE/MO/DO

FOR MDOT USE ONLY

COMMENTS:

SPECIAL NOTE: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No.," as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909

Questions about this form? Call Toll-free, 1-866-DBE-1264

**CITY OF DOWAGIAC
Cass County, Michigan**

RESOLUTION NO. 5, FEBRUARY 23, 2015

**RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT
IMPROVEMENTS TO THE SANITARY SEWER SYSTEM AND TO
PUBLISH NOTICE OF INTENT TO ISSUE REVENUE BONDS**

Minutes of a regular meeting of the City Council of the City of Dowagiac, Cass County, Michigan, held at the City Hall, 241 S. Front Street, Dowagiac, Michigan on February 23, 2015, at 7:00 p.m., local time.

PRESENT: Council Members _____

ABSENT: Council Members _____

Council Member _____ and supported by Council Member _____ moved the adoption of the following resolution.

WHEREAS, the City Council deems it to be in the best interests of the City of Dowagiac (the "City") to design, purchase, acquire and construct certain improvements to the City's Sanitary Sewer System, including, but not limited to improvements to the wastewater treatment plant and related facilities and appurtenances, as well as all work necessary or incidental to these improvements (the "Improvements"), and to finance the Improvements by the issuance of bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"); and

WHEREAS, pursuant to Section 33 of Act 94, it is necessary to publish a Notice of Intent to Issue Bonds for the Improvements; and

WHEREAS, the City may proceed with the Improvements prior to the issuance of the bonds; and

WHEREAS, the City may incur substantial capital expenditures for the Improvements prior to the issuance of the bonds, and desires to be reimbursed for such expenditures from the proceeds of the bonds.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council determines to design, purchase, acquire, and construct the Improvements and to pay the cost through the issuance of one or more series of revenue bonds pursuant to Act 94 for the Improvements in an amount not to exceed \$2,500,000 (the "Bonds").

2. A Notice of Intent to issue the Bonds be published in accordance with Section 33 of Act 94, and the City Clerk is authorized and directed to publish the Notice of Intent to Issue Bonds in the *Dowagiac Daily News*, a newspaper of general circulation in the City, determined to be the newspaper reaching the largest number of persons to whom such Notice is directed, which Notice shall be substantially in the form on the attached Exhibit A, with such changes as may be approved by the City Clerk.

3. The City may proceed to acquire and construct the Improvements using available funds of the City from the Sewer Fund, which is a fund for the Sanitary Sewer System of the City, and other funds of the City.

4. At such time as the City issues the Bonds for the long-term financing of the Improvements, the City shall be reimbursed for its expenditures for the Improvements out of the proceeds of the Bonds.

5. The maximum amount of capital expenditures for which the City will seek reimbursement is \$500,000.

6. This resolution and the expression of intent to seek reimbursement from future proceeds of the Bonds is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

7. The firm of Dickinson Wright PLLC is hereby employed as bond counsel to the City to prepare the documents for the issuance of the Bonds for financing acquisition of the Improvements.

8. The firm of Robert W. Baird & Co. is hereby employed as financial advisor to the City for the issuance of the Bonds.

9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

YEAS: Council Members _____

NAYS: Council Members _____

ABSTAIN: Council Members _____

RESOLUTION DECLARED ADOPTED.

Rozanne H. Scherr, Assistant City Manager

I certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Dowagiac, Cass County, Michigan, at a regular meeting held on February 23, 2015, and that public notice of that meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

February 23, 2015

Robin Coffey, Treasurer

NOTICE OF INTENT TO ISSUE SANITARY SEWER
SYSTEM REVENUE BONDS TO THE ELECTORS OF THE CITY OF DOWAGIAC

PLEASE TAKE NOTICE that the City Council of the City of Dowagiac (the “City”) intends to issue bonds, in one or more series, in an amount of not to exceed \$2,500,000 (the “Bonds”).

The Bonds shall be issued to pay the cost to design, purchase, acquire and construct improvements to the City’s Sanitary Sewer System, including, but not limited to improvements to the wastewater treatment plant and related facilities and appurtenances, as well as all work necessary or incidental to these improvements, and to pay the costs of issuing the Bonds and capitalized interest, if any.

The Bonds of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law payable over not more than forty (40) years from the date of issuance of the Bonds. The Bonds shall be issued pursuant to Act 94, Public Acts of Michigan, 1933, as amended (“Act 94”).

SOURCE OF PAYMENT

The principal of and interest on the Bonds shall be payable from the net revenues derived from the operation of the Sanitary Sewer System. In addition, the Bonds may be secured by the full faith and credit of the City as limited by applicable charter, constitutional, and statutory limitations on the taxing power of the City.

RIGHT OF REFERENDUM

The Bonds will be issued without a vote of the electors approving such Bonds, unless, within 45 days from the date of publication of this Notice of Intent, a petition, signed by not less than 10% of the registered electors residing within the limits of the City shall have been filed with the City Clerk or other recording officer of the City requesting a referendum upon the question of the issuance of the Bonds. If such a petition is filed, the Bonds shall not be issued until approved by the vote of a majority of the electors residing within the City qualified to vote and voting thereon at a general or special election.

This Notice is published pursuant to the requirements of Section 33 of Act 94.

Rozanne H. Scherr, Assistant City Manager

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: February 23, 2015

**SUBJECT: Dogwood Fine Arts Festival
Request for Charitable Gaming License**

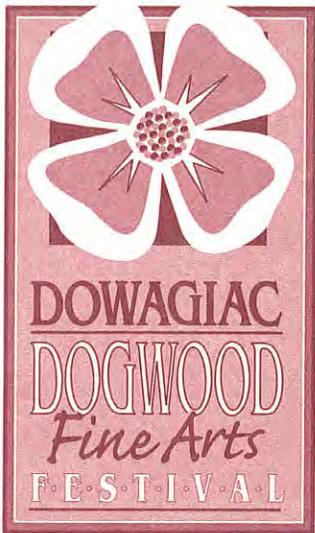
It is quite common for not-for-profit organizations to run events and activities that fall under the category of gaming as defined by the State of Michigan Charitable Gaming Commission. The Dogwood Fine Arts Festival would like to hold a raffle in April. The raffle ticket sales are a fundraiser for maintenance and upkeep of the City's public sculptures. Before the Gaming Commission can act it needs a resolution from a local governing body acknowledging the request.

RECOMMENDATION

Approve the resolution for a charitable gaming license for the Dogwood Fine Arts Festival.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Request Letter



Dowagiac Dogwood Fine Arts Festival, Inc.

February 19, 2015

Dowagiac City Council
214 South Front Street
Dowagiac, MI 49047

Mr. Anderson and City Council Members:

The Dowagiac Dogwood Fine Arts Festival respectfully requests a resolution for a charitable gaming license. The Festival was introduced in 1991 and is a local 501(c)3 non-profit arts and education organization. Our mission is to provide quality fine art experiences for the people of Dowagiac and the surrounding area. The Festival hosts dance, music, theatre, literature, storytelling, visual arts and other creative arts and entertainment activities.

The festival is organized and operated by over 200 volunteers along with one part time employee. The Dogwood Festival has a reputation for excellence and community service.

If the Council approves, the game license will be used for a raffle fundraiser to help raise funds for the future upkeep and maintenance of the 15 works of public sculpture across the city. The event will be scheduled upon the receipt of the licenses but will most likely occur in April or May.

Thank you for the opportunity to appear before the Council. I will be available for any questions that the group may have.

Respectfully,

Jim Benedix, President

PO Box 526 – Dowagiac, Michigan 49047
(located In Huntington Bank)

Phone: 269-782-1115, Fax: 269-782-1065

Toll Free: 866-490-2847

E-Mail: mail@dogwoodfinearts.org

Website: www.dogwoodfinearts.org

ADVISORY BOARD:

Artists

Winifred Godfrey
Richard Hunt
Tuck Langland
Jerry Catania

Authors

Margaret Atwood
Russell Banks
Pat Conroy
Tim O'Brien
Jonathan Safran Foer

Dance

Nan Giordano
Joel Hall
Idella Reed
Sabatino Verlezza

Music

Shirley Jones
Johannes Linstead
Charles Neville
The Manhattan
Rhythm Kings

Storytellers

Carmen Agra Deedy
Donald Davis
Diane Ferlatte
Bil Lepp
Jim May
Antonio Rocha



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

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

At a Regular meeting of the Dowagiac City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Pro-Tem Leon Laylin on 2-23-15
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Dogwood Fine Arts Festival of Dowagiac
NAME OF ORGANIZATION CITY

county of Cass, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for approval.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the City of Dowagiac at a regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on 2-23-15.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: February 23, 2015

SUBJECT: Positively Dance
Request for Charitable Gaming License

It is quite common for not-for-profit organizations to run events and activities that fall under the category of gaming as defined by the State of Michigan Charitable Gaming Commission. The Positively Dance Group would like to participate in activities in June, July and August that will help fund area students participation in Positively Dance. Before the Gaming Commission can act it needs a resolution from a local governing body acknowledging the request.

RECOMMENDATION

Approve the resolution for a charitable gaming license for Positively Dance.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Request Letter

28598 Fairlane Drive
Dowagiac, MI 49047
February 18, 2015

City Council Membership
214 South Front Street
Dowagiac, MI 49047

Mr. Anderson and City Council Members:

I am writing this letter respectfully requesting for a resolution for a charitable gaming license for Positively Dance, a local dance performance troupe under the direction of Mrs. Kathy Miller. Positively Dance was introduced in 2001. It was designed to offer students an opportunity to experience the wide variety of activities available to young dancers who wish to expand his or her knowledge of dance. The group performs at local events such as Dowagiac Fun Fest, Christmas Open House, and annual parades. The dancers and their families are committed to sharing their love of dance with the community. Positively Dance has a reputation for excellence and community service, and this fundraiser will help further their opportunities to dance and participate in events throughout Dowagiac.

If the Council approves, the game license will be used for summer fundraisers at Joey Armadillo's. The proprietor has agreed to allow the parents and adult family members to assist with weekend gambling activities by selling chips to gamers. The events will be scheduled upon the receipt of the licenses but will most likely occur in June, July and August. This will be a huge opportunity for the group to make funds in a short period of time.

Thank you for the opportunity to appear before the Council. I will be available for any questions that the group may have.

Respectfully,

A handwritten signature in black ink, appearing to read 'Heather Nash', with a long, sweeping flourish extending to the right.

Heather Nash
Positively Dance Booster member



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

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

At a Regular meeting of the Dowagiac City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Pro-Tem Leon Laylin on 2-23-15
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Positively Dance of Dowagiac
NAME OF ORGANIZATION CITY

county of Cass, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for approval.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the City of Dowagiac at a regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on 2-23-15.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

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

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #11 for the period ending 2/19/15:

Invoices	\$717,232.62
Payroll for Period Ending 02-015-15	<u>\$186,817.99</u>
Total	\$904,050.61

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>
\$717,232.62	\$186,817.99	\$904,050.61

Ayes:

Nays:

Absent:

Abstain:

Vendor		Description	Amount
ABSOPURE WATER COMPANY	83482885	BOTTLED WATER - 26461 NUBOUR	64.50
ABSOPURE WATER COMPANY	83482882	BOTTLED WATER/DEPOSIT 25830 NUBOUR	28.75
ABSOPURE WATER COMPANY	54993510	C & C COOLER RENTAL - 25830 NUBOUR	6.00
ABSOPURE WATER COMPANY	83482887	BOTTLED WATER/DEPOSIT - 26688 NUBOUR	22.25
ABSOPURE WATER COMPANY	54998374	C & C COOLER RENTAL - 26688 NUBOUR	6.00
ABSOPURE WATER COMPANY	54990991	H & C COOLER RENTAL	8.00
ABSOPURE WATER COMPANY	83516029	BOTTLED WATER/DEPOSITS	40.25
ACCOUNTING CONSULTANTS, PC	44	CONSULTING SVC THROUGH JAN 31ST, 2015	3,577.50
ACD.NET	88889-100	MISC CHARGE - SWITCHING PROVIDER	75.00
AIRGAS GREAT LAKES	9924950280	WELDING SUPPLIES	55.53
ALL PHASE CONSTRUCTION CO LLC	3041	23 X 36 CLEAR GLASS WINDOW - PARK SHOP	159.00
AMERICAN ELECTRIC POWER	CDOW_201501_01	JAN 2015 ENERGY	476,267.30
AMERICAN ELECTRIC POWER	048-197-857-0-2	ST LIGHTS - MARCELLUS HWY	10.75
AMERICAN ELECTRIC POWER	044-619-354-0-7	M-62 W LIFT STATION	36.48
AMERICAN ELECTRIC POWER	049-501-336-1-3	CCWS - VANDALIA TOWER	61.46
AMERIGAS - HARTFORD 5254	3037803877	PROPANE - PARK SHOP	929.04
ANNE ALEXANDER	2/12/15	AWARD AMOUNG	500.00
AUSRA EQUIPMENT & SUPPLY, INC	W011529	NEW INSTRUMENT PANEL #80	672.82
AUTOZONE	02/10/15	REFUND AFTER MTT CHANGE (14-160-310-007-	551.96
AUTOZONE	2141437212	LIGHT BULB - PD VEH #132	9.89
BARCO, MICHELLE	02/17/2015	UB refund for account: 17-2121-1	39.67
BAZAN, STACEY	3196664133	CELL TX REIMB - BAZAN	60.00
BECKY GRABEMEYER	2/17/15	TRAVEL EXPENSES - SEWER RATE STUDY	201.50
BENDER ELECTRIC, INC	16641	PRIMARY EFFLUENT PUMP PANEL	4,972.00
BENDER ELECTRIC, INC	16640	GARAGE LIGHT SWITCH	37.50
BEST WESTERN VALLEY PLAZA INN	2/13/15	RESERVATION #118316 - MATTIX TRAINING	175.08
CASS CNTY TRANSPORTATION AUTHORITY	1836	DISPATCHING SERVICES-JAN 2015	12,161.94
CHET NICHOLS, INC	548909	FRONT BLADE MARKERS #104	15.73
CHET NICHOLS, INC	544998	BATTERY & CABLE #105	143.12
CHRISTOPHOR PERIATT	2/17/15	TRAINING - WIGGINS	175.00
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	557.50
CINTAS LOCATION #336	336-01904	MATS	76.84
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	520.80
CINTAS LOCATION #336	5002441636	FIRST AID KIT - DPS GARAGE	92.32
CITY OF DOWAGIAC	2/13/15	CASS WATER SYSTEM	6,182.42
COMCAST	8771402380126332	INTERNET SERVICE - FD	82.40
CONCORDE INN	2/13/15	RESERVATION #32279 - WIGGINS TRAINING	201.84
CREDITORS SERVICE BUREAU	007456	COLLECTION BUREAU FEES	214.90
DAVIS, DAVID	287243883201	TX REIMBURSE	45.00
DAVIS, MICHELLE	02/17/2015	UB refund for account: 08-2199-20	61.37
DLT SOLUTIONS, INC	SI280229	ANNUAL AUTOCAD SUBSCRIPTION	1,947.68
DOUBLEDAY OFFICE PRODUCTS, INC	161207I	SUPPLIES	59.58
DOUBLEDAY OFFICE PRODUCTS, INC	161187I	SUPPLIES	34.85
DOWAGIAC UNION SCHOOLS	201415-71	FUEL EXPENSES-JAN 2015	6,605.39
DUST BUSTERS	2/17/15	CLEANING SERVICES 03/15	1,725.00
ELLIOTT, CREASIE	02/17/2015	UB refund for account: 07-1685-13	129.96
EVELYN MYRKLE & SANDRA CONRAD	2/13/15	DUPLICATE TAX PAYMENT (14-160-300-	165.29
FIA CARD SERVICES	000081	ECON DEV MEETING	27.10
FIA CARD SERVICES	1/23/15	ECON DEV MEETING	31.77

Vendor		Description	Amount
FIA CARD SERVICES	34585	MML CAPITOL CONFERENCE REG FEES	800.00
FIA CARD SERVICES	1303595	MEETING W/COUNTY ADMIN	26.60
FIA CARD SERVICES	MHF5QVDTXX	ICLOUD SUBSCRIPTION	0.99
FIA CARD SERVICES	2093168019	LIFT STA. REPORTS - FAX SERVICE	24.99
FIA CARD SERVICES	2873934008	LIFT STA. ALARM - FAX SERVICE	24.99
FIA CARD SERVICES	7113530-00	#102 - RUNNING BOARDS	148.02
FIA CARD SERVICES	VRECB5F631C	LOGMEIN SUBSCRIPTION - MURRAY	99.00
FIA CARD SERVICES	VLCCBD0D86DC	LOGMEIN SUBSCRIPTION - ASSESSOR	79.00
FIA CARD SERVICES	789124070	DOMAIN NAME RENEWAL	30.34
FIRST DUE FIRE SUPPLY COMPANY	14-1154	HOODS, FIRE GLOVES FOR PPE REPLACEMENT	936.88
FIRST DUE FIRE SUPPLY COMPANY	14-1155	HELMETS & BOOTS FOR PPE REPLACEMENT	2,472.26
FREDRICKSON SUPPLY, LLC	11267	SEAT SWITCH/MIRRORS/SH - MT6 TRACKLESS	213.93
FRONTIER	26978201001022145	SNOW BLDG - PHONE SERVICE	168.57
FRYMAN'S CONSTRUCTION, INC	2306	AMBULANCE BLDG -	19,300.00
GALLS, INC	003046134	UNIFORMS - FD	129.35
GEORGIA BLAIR	2/12/15	AWARD AMOUNT	300.00
GLOBAL TELEMATIC SOLUTIONS, LLC	17699	VEHICLE TRACKING SERVICE	220.00
GRAMES TIRE & BATTERY, INC	3926	TIRE REPAIR - CODE CAR	16.95
GRAMES TIRE & BATTERY, INC	3929	WHEEL CHANGED #105	42.95
HAGGIN WIMBERLY CHEVY OLDS GEO INC	257899	HEADLIGHT BUCKET ASSEMB. #105	58.71
HALE'S HARDWARE, INC	B65980	VINYL PROTECTANT/CLEANER/DISH SOAP	9.97
HALE'S HARDWARE, INC	C105084	PD VEH #132 - LIGHT BULBS	17.44
HALE'S HARDWARE, INC	C104612	CLEAR PROTECTOR/FLO-TUBE LIGHTS	146.36
HALE'S HARDWARE, INC	C104463	BOTTLED WATER	6.78
HALE'S HARDWARE, INC	C104256	SUPPLIES - FD	16.76
HALE'S HARDWARE, INC	B67316	BLDG MTCE - FD	38.76
HALE'S HARDWARE, INC	C105631	CLR & FURNITURE POLISH	17.99
HALE'S HARDWARE, INC	C105506	PHOTO EYE/CABLE TIES	37.80
HALL, BETHANY	02/17/2015	UB refund for account: 02-0803-8	6.24
HANSON BEVERAGE SERVICE	036709	DISTILLED WATER - LABS	21.50
HANSON BEVERAGE SERVICE	153907	LABORATORY WATER	40.50
HARTLINE, BOBBIE JO	2/06/15	REIMBURSEMENT - COUNCIL WORKSHOP/RETREAT	104.17
ITRON, INC	362194	ITRON QUARTERLY MTCE	915.39
J & H OIL COMPANY	10369501	CEMETERY GAS	313.61
J & H OIL COMPANY	2318214	SITE GAUGE - CEMETERY GAS TANK	12.33
J & H OIL COMPANY	10368001	CCWS DIESEL FUEL - PUMP HOUSE GENERATOR	376.02
J DOHENY SUPPLIES INC	A80152	PRESSURE GAUGE/SCREEN #11	127.43
JIM D'S BODY SHOP, INC	14130	PD VEH #121	752.09
JORGENSEN, SVEND	02/17/2015	UB refund for account: 14-1882-2	59.70
JORGENSEN, SVEND	02/17/2015	UB refund for account: 09-2730-8	164.04
JORGENSEN, SVEND	02/17/2015	UB refund for account: 04-1054-4	182.82
KATHERINE NEWMAN	2/12/15	AWARD AMOUNT	300.00
KENNETH SCHULTZ	2/7/15	REIMBURSE - SEWER RODDING AT 309 LOUISE	225.00
KOTZ SANGSTER WYSOCKI PC	3023M	LEGAL SERVICES THROUGH JAN 31ST, 2015	3,360.00
LAKE MICHIGAN MAILERS, INC	319494	POSTAGE	5,000.00
LEITZ, DOLORES	02/17/2015	UB refund for account: 16-1839-6	76.11
LINDA BARRET LITTLE	2/12/15	AWARD AMOUNT	100.00
LOUANN PARKER	2/12/15	AWARD AMOUNT	100.00
MARSELLA SMITH	2/12/15	AWARD AMOUNT	500.00

Vendor		Description	Amount
MI COMMUNITY ACTION AGENCY ASSOC	2/11/15	EU-MONTHLY PYMT ALLOCATION-2/15	11,408.42
MICHIGAN MUNICIPAL LEAGUE	02/19/15	TRENCH SAFETY - REGISTRATIONS	120.00
MICHIGAN SECTION, AWWA	DT-4774484	CROSS CONNECTION SEMINAR - RUFF	105.00
MOORE, JUSTIN P	02/17/2015	UB refund for account: 09-1730-9	119.68
NEAL'S AUTOMOTIVE PARTS, INC.	1187639	HYD CONTROL ARM	78.01
OTTINGER, JAMIE L	02/17/2015	UB refund for account: 02-1443-19	16.60
PENNY M FERRIER	2/10/15	MUSEUM CLEANING SERVICE-JAN 2015	272.00
PETERSON, LINDA	02/17/2015	UB refund for account: 11-0861-2	66.11
PETTY CASH	02/09/15	PETTY CASH REIMBURSEMENT	200.35
PONDS, JEFFREY	02/17/2015	UB refund for account: 08-2198-5	150.00
POWER LINE SUPPLY, INC	5898262	ELEC GOODS TESTING - GLOVES/SLEEVES	413.00
POWER LINE SUPPLY, INC	5898934	SAFETY APPAREL - SWEATSHIRTS	213.00
POWER LINE SUPPLY, INC	5898806	CONCH WIRE - STOCK	660.00
POWER LINE SUPPLY, INC	5902097	SAFETY APPAREL - BIBS	195.00
POWER LINE SUPPLY, INC	5900604	100 HPS FIXTURES - STOCK	1,470.56
POWERNET GLOBAL COMMUNICATIONS	33681750	LONG DISTANCE SERVICE 1/12/15 - 2/12/15	24.67
PRECISION DATA PRODUCTS, INC.	I0000428555	PRINTER TONER	80.88
PRECISION DATA PRODUCTS, INC.	I0000428520	PRINTER INK	61.45
PRECISION DATA PRODUCTS, INC.	I0000428872	PRINTER INK	43.01
PRESTIGE/ELENA OELKE	02/17/2015	UB refund for account: 04-1524-17	150.00
PRIORITY COMPUTER SERVICES, INC	202689	PREPAID SERVICE AGREEMENT	950.00
QUILL CORPORATION	1377827	SUPPLIES	26.93
QUILL CORPORATION	1469113	JANITORIAL SUPPLIES	279.86
QUILL CORPORATION	1469104	JANITORIAL SUPPLIES	1,218.38
RAMIREZ, GABRIEL JR	02/17/2015	UB refund for account: 02-0181-3	112.56
REAL PRO SOLUTIONS, LLC	SP278	CCWS - SNOW PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP279	CCWS - SNOW PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP280	CCWS - SNOW PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP281	CCWS - SNOW PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP276	CCWS - SNOW PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP277	CCWS - SNOW PLOW PENN PUMP HOUSES	70.00
REAL PRO SOLUTIONS, LLC	SP282	CCWS - SNOW PLOW VANDALIA TOWER	60.00
REAL PRO SOLUTIONS, LLC	SP283	CCWS - SNOW PLOW PENN PUMP HOUSES	70.00
RHOADES MCKEE	249743	ENVIRONMENTAL-LANDFILL	688.75
RHOADES MCKEE	249815	ENVIRONMENTAL-LANDFILL	1,710.00
ROHDY'S HEATING & COOLING, LLC	0000005567	FURNACE REPAIR - FD	507.80
RON LEATZ	2/12/15	AWARD AMOUNT	150.00
ROOS, DAVE	02/17/2015	UB refund for account: 04-5300-00	20.55
SCHERER, JOE DBA LONELY PI	2/17/15	03/15 INT PMT ACCT 7508450033	6,174.53
SCHILLING'S WASH & WAX	85	CAR WASH-PD	8.00
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SVC 1/02/15 - 01/29/15	372.82
SEMCO ENERGY GAS COMPANY	0147944.500	GAS SVC 1/05/15 - 2/02/15	140.58
SEMCO ENERGY GAS COMPANY	0148809.501	GAS SVC 1/06/15 - 2/02/15	765.10
SEMCO ENERGY GAS COMPANY	0146763.501	GAS SVC 1/5 - 2/2/15	1,402.19
SEMCO ENERGY GAS COMPANY	0149080.500	GAS SVC 1/6 - 2/2/15	865.54
SEMCO ENERGY GAS COMPANY	0148902.500	GAS SVC 1/6 - 2/2/15	342.21
SEMCO ENERGY GAS COMPANY	0357529.501	GAS SVC 1/06/15 - 2/02/15	197.04
SEMCO ENERGY GAS COMPANY	0149089.500	GAS SVC 1/06/15 - 2/02/15	318.04
SEMCO ENERGY GAS COMPANY	0149077.500	GAS SVC 1/06/15 - 2/02/15	1,113.22

Vendor		Description	Amount
SHARE CORPORATION	900772	GREASE	432.26
SHELL OIL COMPANY	00000000652605235	JAN FUEL CHARGES	515.34
SILVER CREEK TOWNSHIP	2/17/15	RUSSOM PARK IMPROVEMENT PROJECT	10,000.00
SILVER CREEK TOWNSHIP	2/19/15	SEWER TRUE UP 2013/2014	7,567.12
SINGLETON, CHARLES	02/17/2015	UB refund for account: 03-2334-2	51.65
SISTER LAKES SEWER AUTHORITY	2/19/15	SEWER RECON/TRUE UP 2013/2014	7,473.49
SLC METER LLC	241673	PO #1350 - 1" WATER METERS - CCWS	2,698.08
SMITH, SELENA	02/17/2015	UB refund for account: 14-0228-32	31.23
SMITHGROUP JJR	0106964	ECON DEV CONTR SERVICES	3,473.81
SNOW, DWIGHT L & NANCY	02/17/2015	UB refund for account: 04-4870-00	3.28
SOUTH BEND UNIFORM	19329	UNIFORM-THORN	498.55
SOUTH BEND UNIFORM	19271	UNIFORM-GRINNEWALD	169.70
STATE OF MICHIGAN	ME-0200312	SALES & TAX-JAN 2015	16,265.00
THE RIDGE COMPANY	599473-A	PAID INVOICE - NOT OURS	(8.92)
THE RIDGE COMPANY	602755	WIPER BLADES/WHEEL NUT - CODE CAR	25.39
THE RIDGE COMPANY	603646	TRACTOR FLUID #103	85.98
THE RIDGE COMPANY	602952	HYDRAULIC FITTINGS #105	8.52
THE RIDGE COMPANY	602922	HYD HOSE FITTINGS/1/4 HOSE #106	22.28
THE RIDGE COMPANY	602923	TRACTOR FLUID #106	85.98
THE RIDGE COMPANY	604520	PD VEH #132	3.33
THE RIDGE COMPANY	603645	#103 - HYDRAULIC HOSE & FITTINGS	126.15
THE RIDGE COMPANY	603650	HYD TANK CAPS - ALL DUMPS	32.46
THE RIDGE COMPANY	603912	CCWS - GENERATOR HOSE CLAMP	1.38
THE RIDGE COMPANY	604172	#80 - LAMP	3.56
THE RIDGE COMPANY	604255	#4 - LAMPS	8.91
THE RIDGE COMPANY	604301	WINDSHIELD WASHER FLUID	3.58
THE RIDGE COMPANY	604313	#103 - STROBE LIGHT	144.30
THE RIDGE COMPANY	604362	#4 - LAMPS	4.12
THE RIDGE COMPANY	602557	SLUA - RADIATOR CAP (GENERATOR) C-6	6.19
THE RIDGE COMPANY	604432	SHOE ASSEMBLY #9	31.90
THE RIDGE COMPANY	604527	CLAMP #103	10.33
THE RIDGE COMPANY	604543	CLAMP #103	10.33
THE RIDGE COMPANY	604710	WINTER BLADES #103	17.98
THE RIDGE COMPANY	604853	WIPER BLADES #104	17.76
THE RIDGE COMPANY	600250	MT6 BATTERY CABLES	6.59
TOOL TOPIA	1000469	WEDGE - VEHICLE DOOR OPEN	48.73
UNUM LIFE INSURANCE CO OF AMERICA	0150597-001 0	LIFE INSURANCE-MARCH 2015	1,080.22
USA BLUEBOOK	555267	NEW CHLORINE PUMP - CCWS	1,937.95
VANDERVRIES, EDWARD	2-17-15	ASSESSING SERVICES 03/15	1,775.00
VERIZON WIRELESS	9739470121	CCWS-ITRON FIXED NETWORK	100.04
VERIZON WIRELESS	9739450730	MIFI CARD - MONTHLY SUBSCRIPTION	240.06
VERIZON WIRELESS	9739461073	TABLET - MONTHLY FEE	144.78
VESCO OIL CORPORATION	3664639-00	BULK OIL - 5W20 & HYDRAULIC	4,258.69
VILLAGE OF CASSOPOLIS	2/19/15	SEWER TRUE UP 2013/2014	59,264.19
WASTE MANAGEMENT OF MICHIGAN, INC.	7384030-2529-4	SLUDGE DISPOSAL	2,997.00
WASTE MANAGEMENT OF MICHIGAN, INC.	8370164-1710-2	DUMPSTERS/TRASH CART - 2/15	388.14
WIGGINS, DANIEL	188028025202	CELL PHONE REIMBURSEMENT 11/24/14 -	45.00
WIGGINS, DANIEL	188028025202	CELL PHONE REIMBURSEMENT 12/24/14 -	45.00
YEO & YEO PC	349544	SEPT 30, 2014 AUDIT	3,400.00

INVOICE REGISTER FOR CITY OF DOWAGIAC
POST DATES 02/06/2015 - 02/19/2015
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

Vendor	Description	Amount
Total:		717,232.62