

## REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, April 28, 2014, 7:00 p.m.

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### AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -Mayor Donald D. Lyons
- ROLL CALL -Mayor Donald D. Lyons  
-Mayor Pro-Tem Leon Laylin  
-Councilmember Charles Burling  
-Councilmember James Dodd  
-Councilmember Randall Gross, Sr.  
-Councilmember Lori Hunt  
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – April 14, 2014
- PROCLAMATION –
1. Proclamation declaring Friday, May 9 through Sunday, May 18, 2014 as “Dogwood Fine Arts Festival” week.
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- PUBLIC HEARING –
1. Public hearing to consider the declaration of a public nuisance for property at 209 Andrews Street.
- COMMUNICATIONS –
1. National Day of Prayer, May 1, 2014
  2. Dowagiac Union High School Commencement Parking/Block of Street, June 1, 2014
  3. White Cane Drive, June 5-7, 2014
- APPOINTMENT –
1. Citizens Review Commission – Recommended by Mayor and offered by Mayor Pro-Tem:  
Re-appoint Charles Burling for a term expiring May 2019.

CITY MANAGER REPORT –

1. Waste Collection Services Bid Award
2. MSHDA-Third Party Administrator Plan for the Community Development Block Grant Program
3. MSHDA-Proposal of Administrative Tasks for the Community Development Block Grant Program

RESOLUTIONS –

1. Resolution to declare a public nuisance property at 209 Andrews Street.
2. Resolution to authorize an Agreement for Prosecution Services.
3. Resolution to authorize a contract with the Michigan Department of Transportation for crack sealing and paint marking the runway at the airport.
4. Resolution to set a public hearing date for an IFT application from Creative Foam Corporation.
5. Resolution to change the meeting time for the May 12<sup>th</sup> City Council meeting from 7:00 p.m. to 6:00 p.m. due to the Dogwood Fine Arts Festival event schedule.
6. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

**BILLS**  
\$88,562.58

**PAYROLL (15)**  
\$192,390.50

**TOTAL**  
\$280,953.08

ORDINANCE –

1. Second reading of an ordinance to amend Section 22.5(C) (6), Map, of Chapter 22, Changes and Amendments, of the Dowagiac Zoning Code.

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, April 14, 2014

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

Mayor Lyons led the Pledge of Allegiance to the flag.

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

ABSENT: None.

STAFF: City Manager Kevin P. Anderson.

Councilmember Laylin moved and Councilmember Dodd seconded that the minutes of the March 24, 2014 meeting be approved.

Approved unanimously.

### PROCLAMATION

1. Proclamation declaring the last day in April as “Arbor Day”.

Mayor Lyons read the proclamation.

### COMMUNICATIONS

1. Arbor Day Celebration, April 25, 2014

Councilmember Burling moved and Councilmember Dodd seconded to grant the request.

2. Borgess Nursing Shared Governance Committee Flower Sale, May 9, 2014

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

### APPOINTMENTS

1. Building Authority – Recommended by Mayor and offered by Mayor Pro-Tem:  
Re-appoint Kevin Anderson for a term expiring May 2020.  
Re-appoint Rose Scherr for a term expiring May 2020.
2. Cemetery/Tree Board – Recommended by Mayor and offered by Mayor Pro-Tem:  
Re-appoint Janet Brezen for a term expiring May 2019.  
Re-appoint Janis Hadley for a term expiring May 2019.  
Appoint William Bobik to fill the unexpired term of May 2015.
3. DART Local Advisory Board – Recommended by Mayor and offered by Mayor Pro-Tem:

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Re-appoint Lucille Holloway for a term expiring May 2019.

Re-appoint EJ Jerz for a term expiring May 2019.

4. Electric Facilities Board – Recommended by Mayor and offered by Mayor Pro-Tem:

Re-appoint Rudy Klobucar for a term expiring May 2019.

Councilmember Dodd moved and Councilmember Schuur seconded to approve the Mayor's appointments.

Approved unanimously.

### CITY MANAGER REPORTS

1. 2014 Lawn Mowing Bid Award

From the City Manager:

#### **2014 LAWN MOWING BID AWARD**

This year the Department of Public Services has taken bids to contract out for lawn mowing services. Attached you will find bids from four vendors. The low bid is Greenway Quality Lawn Care of Dowagiac in the amount of \$25.00 per standard residential lot and \$17.00 per acre for mowing the Commercial Center.

The proposal is for one year only so we can fully compare the quality and cost of contracting for lawn mowing services to hiring staff, maintaining equipment and other associated costs for internally providing the same service.

#### **RECOMMENDATION**

I recommend that City Council authorize to contract with Greenway Quality Lawn Care in the amount of \$25.00 per standard residential lot and \$17.00 per acre for mowing the Commercial Center.

Councilmember Laylin moved and Councilmember Hunt seconded that the recommendation of the City Manager be adopted.

ADOPTED unanimously.

2. 2014 Local Street Paving Project Bid Award

From the City Manager:

#### **2014 LOCAL STREET PAVING PROJECT BID AWARD**

## DOWAGIAC CITY COUNCIL MEETING

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Bids for the Local Street Paving Projects have been received. Four bids were received and the low bidder is Wyoming Asphalt Paving, Inc., of Plainwell, MI. The attached memo from Public Services Director James Bradford specifies the projects slated for resurfacing. You will see that the bid amount is higher than the proposed amount to authorize. The reason for the reduction in the proposed paving is the much higher than normal cost to plow snow this winter.

### **RECOMMENDATION**

I recommend that City Council award the bid to Wyoming Asphalt Paving, Inc. in the amount of \$59,744.58

Councilmember Burling moved and Councilmember Schuur seconded that the recommendation of the City Manager be adopted.

ADOPTED unanimously.

### RESOLUTIONS

1. Resolution to approve the third amendment to the Elevated Water Storage Tank Space Lease for installation of an emergency backup generator on the water tank located at 917 Riverside Drive.

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

**WHEREAS**, AT&T wishes to improve coverage and expand services to their customers in and around the City of Dowagiac; and

**WHEREAS**, AT&T and the City has an antenna lease at the elevated storage tank on Riverside Drive, which has operated without incident for many years; and

**WHEREAS**, the additional lease funds will be used to support capital projects in the City of Dowagiac.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized to execute the attached second amendment to the elevated storage tank lease.

ADOPTED unanimously.

2. Resolution for support for transportation improvement project on Marcellus Highway from Colby Street to city limits.

DOWAGIAC CITY COUNCIL MEETING

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

**WHEREAS**, Marcellus Highway from Colby Street to city limits is in deteriorating condition; and

**WHEREAS**, a structural evaluation has been performed for Marcellus Highway, and the inspection has identified maintenance measures that if implemented in a timely manner will avoid more extensive and costlier repairs in the future; and

**WHEREAS**, the Board of Cass County Road Commissioners is committing their share of the funding for the 2014 fiscal year; and

**WHEREAS**, the engineering estimate for the Marcellus Highway project is as follows:

<u>Total Construction Cost</u>	<u>Fed STP Funding</u>	<u>City of Dowagiac Share</u>
\$207,000	\$165,600	\$41,400

**WHEREAS**, the Dowagiac Small Urban Program requires documentation of local match for all federal aid requested projects; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Cass County Road Commissioners hereby certifies its support of the local share of the project's cost that will be included in the 2014-2017 Michigan Statewide Transportation Improvement Program and that failure to provide for the local match will cause the project's allocation of Dowagiac Small Urban local Surface Transportation Funding to be reconsidered by the Dowagiac Small Urban Area Committee.

ADOPTED unanimously.

3. Resolution for support for transportation improvement project on W. Railroad Street from E. Telegraph to E. Prairie Ronde.

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

**WHEREAS**, W. Railroad Street from E. Telegraph to E. Prairie Ronde is in deteriorating condition; and

**WHEREAS**, a structural evaluation has been performed for W. Railroad Street, and the inspection has identified maintenance measures that if implemented in a timely manner will avoid more extensive and costlier repairs in the future; and

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**WHEREAS**, the Board of Cass County Road Commissioners is committing their share of the funding for the 2015 fiscal year; and

**WHEREAS**, the engineering estimate for the W. Railroad Street project is as follows:

<u>Total Construction Cost</u>	<u>Fed STP Funding</u>	<u>City of Dowagiac Share</u>
\$75,000	\$60,000	\$15,000

**WHEREAS**, the Dowagiac Small Urban Program requires documentation of local match for all federal aid requested projects; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Cass County Road Commissioners hereby certifies its support of the local share of the project's cost that will be included in the 2014-2017 Michigan Statewide Transportation Improvement Program and that failure to provide for the local match will cause the project's allocation of Dowagiac Small Urban local Surface Transportation Funding to be reconsidered by the Dowagiac Small Urban Area Committee.

4. Resolution for support for transportation improvement project on Oak Street from Front Street to E. Prairie Ronde.

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

**WHEREAS**, Oak Street from Front Street to E. Prairie Ronde is in deteriorating condition; and

**WHEREAS**, a structural evaluation has been performed for Oak Street, and the inspection has identified maintenance measures that if implemented in a timely manner will avoid more extensive and costlier repairs in the future; and

**WHEREAS**, the Board of Cass County Road Commissioners is committing their share of the funding for the 2015 fiscal year; and

**WHEREAS**, the engineering estimate for the Oak Street project is as follows:

<u>Total Construction Cost</u>	<u>Local Program Funding</u>	<u>City of Dowagiac Share</u>
\$20,000	\$16,000	\$4,000

**WHEREAS**, the Dowagiac Small Urban Program requires documentation of local match for all federal aid requested projects; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Cass County Road Commissioners hereby certifies its support of the local share of the project's cost that will be included in the 2014-2017 Michigan Statewide Transportation

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Improvement Program and that failure to provide for the local match will cause the project's allocation of Dowagiac Small Urban local Surface Transportation Funding to be reconsidered by the Dowagiac Small Urban Area Committee.

ADOPTED unanimously.

5. Resolution authorizing no parking on the west side of James Street from E. Telegraph Street to Wayne Street by Justus Gage Elementary School.

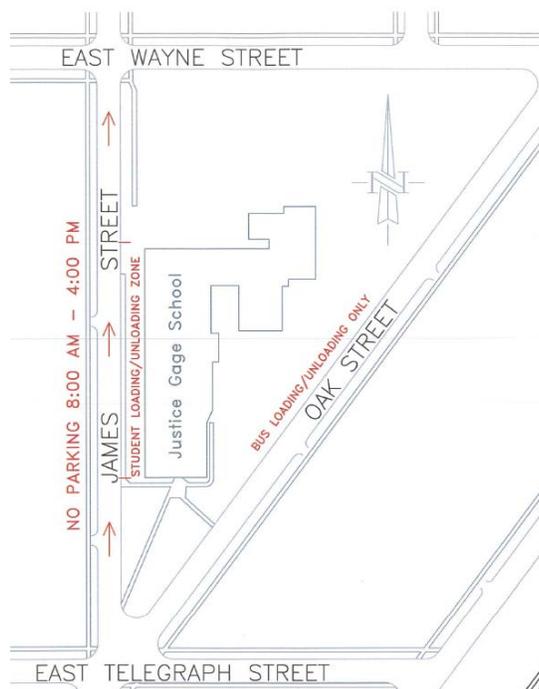
Councilmember Laylin offered and moved the adoption of the following resolution; seconded by Councilmember Dodd.

**WHEREAS,** the Dowagiac Union School District has expressed a concern for child safety on James Street near the Justus Gage Elementary School during drop-off and pick-up times; and

**WHEREAS,** the Police Department has worked with the School District to conduct a study of current traffic patterns and develop a recommendation for future traffic patterns; and

**WHEREAS,** the neighborhood has been informed on the proposed changes; and

**WHEREAS,** the Police Department has recommended the changes to parking on James Street, as depicted below:



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**NOW, THEREFORE, BE IT RESOLVED** that City Council does hereby authorize that no parking would be allowed on the west side of James Street from E. Wayne Street to E. Telegraph Street, 8:00 a.m. to 4:00 p.m., Monday through Friday.

ADOPTED unanimously.

6. Resolution to set a public hearing for Monday, April 28, 2014 at 7:00 p.m. for consideration of declaring 209 Andrews Street a public nuisance property.

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

**WHEREAS**, the City Council has received and considered a report from the City's Building Official relating to the following-described property and premises within the City of Dowagiac, County of Cass, State of Michigan:

**209 Andrews Street**

**Tax #14-160-100-447-00**

**Described as follows: LOT 90 FORBES ADD CITY OF DOWAGIAC.**

**WHEREAS**, it appears to the City Council that the condition of the property described above may constitute a nuisance as defined by Chapter 38; Article II, Sections 38-41, 38-42, 38-43 and 38-45, justifying abatement by the City pursuant to the powers granted in Chapter 12 of the City Charter and procedures set forth in Chapter 38 of the Code of Ordinances of the City of Dowagiac; and

**WHEREAS**, the City Council believes it is warranted in conducting a public hearing and investigation pursuant to such provisions of Chapter 38 of said Code for the purpose of ascertaining and determining for itself whether such condition(s) exist.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dowagiac will conduct a public hearing and investigation on April 28, 2014 at 7:00 p.m. in the City Council Chambers, Dowagiac City Hall, for the purposes and according to the procedures referred to above; and

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to:

1. Notify, by certified mail directed to the last known address, persons known to have an interest in the property described above and all property owners thereof according to the most recent City Assessor's records, at least ten (10) days in advance of the date herein set for such hearing and investigation.

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2. Cause a notice to be published in the *Dowagiac Daily News* at least ten (10) days in advance of said hearing. Then notice herein required shall include time and place of said hearing and legal description and address of the property involved, and specify in what respects said property may constitute a nuisance within the meaning of Chapter 38, Sections 38-41, 38-42, 38-43 and 38-45.
3. Provide for the recording of such hearings.

ADOPTED unanimously.

7. Resolution to authorize budget amendments through the period March 31, 2014.

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

**WHEREAS**, the City administration has reviewed the attached budgets for the 2013-14 fiscal year and the actual revenues and expenditures through March 31, 2014; 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.

8. Resolution to declare May 10, 2014 as National Train Day.

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

**WHEREAS**, Amtrak provided statewide passenger rail travel to over 25 million travelers over the past five years; and

**WHEREAS**, for Dowagiac area residents, Amtrak represents the only major passenger transportation link to the rest of the country; and

**WHEREAS**, on May 10, 1869 the "golden spike" was driven into the final tie at Promontory Summit, Utah to join the Central Pacific and the Union Pacific Railroads, ceremonially completing the first transcontinental railroad and therefore connecting both coasts of the United States; and

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**WHEREAS**, the City of Dowagiac embraces Amtrak's invitation to Discover the Rail Way<sup>SM</sup>; and

**WHEREAS**, we recognize and celebrate the pivotal role that a robust intercity passenger rail system can provide for better mobility for persons of all abilities.

**NOW, THEREFORE**, the City Council of the City of Dowagiac does hereby proclaim May 10, 2014, as *National Train Day*.

**BE IT FURTHER RESOLVED** that copies of this resolution be transmitted to the Michigan Association of Railroad Passengers, Amtrak, and the Michigan Environmental Council.

ADOPTED unanimously.

8a. Resolution to authorize an increase in the settlement payout of \$5,000.00 to Jaco per the recommendation of the Michigan Municipal Risk Management Authority.

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

**WHEREAS**, the City of Dowagiac has received notification from Allan Vander Laan of Cummings, McClorey, Davis & Acho, PLC, on behalf of our insurance carrier, the Michigan Municipal Risk Management Authority (MMRMA) that a settlement agreement has been reached in the personal injury case of Edmond Jaco, Jr. v City of Dowagiac, et al; and

**WHEREAS**, the terms of the settlement are slightly different than the recommendation from MMRMA in February 2014; and

**WHEREAS**, recommended settlement is \$5,000 greater than the amount previously approved by City Council.

**NOW, THEREFORE, BE IT RESOLVED** that City Council acknowledges and concurs with the Michigan Municipal Risk Management Authority recommendation to amend settlement to the matter between Jaco v City of Dowagiac, et al, by adding \$5,000 to the previously approved settlement.

ADOPTED unanimously.

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

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

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**WHEREAS**, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #14 for the period ending 4/10/14:

Invoices: 596,350.70  
Payroll: 118,242.79  
Total: \$714,593.49

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

Invoices	Payroll	Total
\$596,350.70	\$118,242.79	\$714,593.49

ADOPTED on a roll call vote.

Ayes: Six (6) Burling, Dodd, Gross, Hunt, Laylin and Schuur

Nays: None (0)

Absent: None (0)

Abstain: None (0)

**ORDINANCE**

1. First reading of an ordinance to amend Section 22.5(C) (6), Map, of Chapter 22, Changes and Amendments, of the Dowagiac Zoning Code.

**ORDINANCE NO. \_\_\_\_\_, 2014**

**ORDINANCE-----**

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

THE CITY OF DOWAGIAC ORDAINS:

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

DOWAGIAC CITY COUNCIL MEETING

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“Designate as “Multi Family District” certain properties in the State of Michigan, County of Cass, City of Dowagiac, more specifically described in Appendix “A”, attached hereto and incorporated herein by reference.

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

Moved by: Jim Dodd

Seconded by: Leon Laylin

This being the first reading, the Ordinance will be brought before the Council for a second reading and vote at the regular meeting on April 28, 2014.

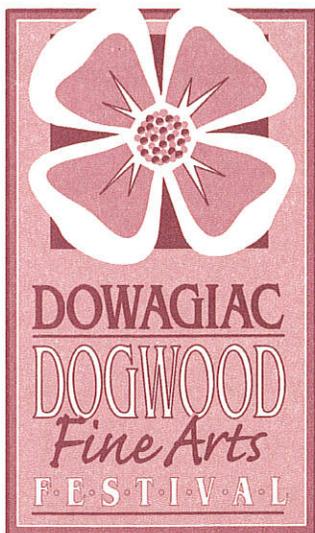
Upon motion by Councilmember Dodd and seconded by Councilmember Hunt, the Dowagiac City Council adjourned at 7:38 p.m.

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Donald D. Lyons, Mayor

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Kevin P. Anderson, City Manager



## Dowagiac Dogwood Fine Arts Festival, Inc.

April 23, 2014

City Council of Dowagiac  
PO Box 430  
241 South Front Street  
Dowagiac, MI 49047

Dear City Council:

The Dowagiac Dogwood Fine Arts Festival would be honored if, at the April City Council Meeting, you and our mayor would once again make a proclamation of encouragement for the citizens of Dowagiac to take part in their 2014 Festival.

Many goals have been attained and new ones set. This season's festival is another benchmark of excellence in fine arts, education, and entertainment. This season brings with it many challenges but as one organization, one community, we believe it is worth the commitment and investment.

The 2014 Festival runs from May 9 through May 18. We look forward to sharing the best of the arts with our home town.

Respectfully,

The Board of Directors of the  
Dogwood Fine Arts Festival



Jim Benedix

Festival President

JB/bjh

### 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

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](mailto:mail@dogwoodfinearts.org)

Website: [www.dogwoodfinearts.org](http://www.dogwoodfinearts.org)



## OFFICIAL PROCLAMATION

WHEREAS, the Dowagiac Dogwood Fine Arts Festival began with a small group of local citizens with one big idea; and,

WHEREAS, that one big idea has blossomed and grown from a single author visiting the City of Dowagiac to a major cultural event that includes a diverse experience in arts and culture; and,

WHEREAS, world-wide renowned authors, speakers, performers and celebrities have visited our community to expand our appreciation of fine arts; and,

WHEREAS, the Dowagiac Dogwood Fine Arts Committee continues to use the festival to assure that our children are given ample opportunity to experience and embrace power of artistic expression by being personally engaged with internationally renowned authors and artists; and,

WHEREAS, the Dogwood Fine Arts Festival presents the very best in the fine arts in Southwest Michigan each year; and,

WHEREAS, the 2014 Dogwood Fine Arts Festival marks the festival's 23<sup>rd</sup> anniversary season.

NOW, THEREFORE BE IT PROCLAIMED; that I, Donald D. Lyons, Mayor of the City of Dowagiac, tender this Proclamation to the Dogwood Fine Arts Festival Committee and urge all citizens to join me in this sincere expression of our appreciation and our best wishes for a very exciting festival the week of May 9 through May 18, 2014.

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Donald D. Lyons, Mayor

Done at the City complex this 28<sup>th</sup> day of April, 2014.

## Silver Creek United Methodist Church



31994 Middle Crossing Road  
Dowagiac, Michigan 49047  
269-782-7061

[silvercreekumc@gmail.com](mailto:silvercreekumc@gmail.com)

Rev. Beth Reum

April 16, 2014

Attn: Don Lyons, Mayor  
City Council Members

In 1775, the Continental Congress allocated a time for prayer in forming a new nation. Historically, there have been calls for a day of prayer, including from President Abraham Lincoln in 1863. On April 17, 1952, President Harry Truman signed a bill proclaiming the National Day of Prayer into law in the United States. President Ronald Reagan amended the law in 1958, designating the first Thursday of May each year as the National Day of Prayer.

Therefore, the Area Churches Together in One Network (ACTION), request use of the south lawn of Dowagiac City Hall at noon, May 1, 2014, to observe the National Day of Prayer.

Thanking you at this time for your consideration.

Beth Reum,  
Pastor, Silver Creek United Methodist Church

**CITY OF DOWAGIAC**  
**EVENT APPROVAL FORM**

Name of Event: National Day of Prayer  
Date(s) of Event: May 1, 2014  
Sponsoring Organization: Area Churches Together In One Network (ACTION)  
Contact Person(s): Rev. Beth Reum, Silver Creek United Methodist Church  
Contact Person's Telephone: 782-7061

**CITY MANAGER:**

Final Approval  Denial

Comments: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

**DEPARTMENT OF PUBLIC SAFETY:**

Approval  Approval with conditions  Denial

Comments: \_\_\_\_\_

Signature Steve L. Yarnall Date 4-16-14

**DEPARTMENT OF PUBLIC SERVICES:**

Approval  Approval with conditions  Denial

Comments: \_\_\_\_\_

Signature James Bradford Date 4-16-14

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Approval  Approval with conditions  Denial

Comments: J. Rullyson

Signature \_\_\_\_\_ Date 4-17-14

April 28, 2014

## DOWAGIAC UNION SCHOOLS

*"Building on a Tradition of Excellence"*

Fully Accredited by the University of Michigan Since 1892 and the North Central Association Since 1906

April 15, 2014



Mr. Kevin Anderson  
Manager, City of Dowagiac  
241 South Front Street  
Dowagiac, MI 49047

Dear Mr. Anderson:

Our Commencement will be held on Sunday, June 1, 2014 at 2:00 p.m. We would like permission to park cars on Solomon Street. In addition, we would like to block off Solomon Street from 1 p.m. to 4 p.m.

Please let me know if this meets with your approval.

Thank you for your assistance.

Sincerely,

Pieter Hoekstra  
Principal  
Dowagiac Union High School  
269-782-4428

**CITY OF DOWAGIAC**  
**EVENT APPROVAL FORM**

Name of Event: Commencement Parking Request & Blocking Off Solomon Street  
Date(s) of Event: June 1, 2014 (1-4 p.m.)  
Sponsoring Organization: Dowagiac Union High School  
Contact Person(s): Peter Hoekstra, Principal  
Contact Person's Telephone: 782-4428

**CITY MANAGER:**

\_\_\_\_\_ Final Approval \_\_\_\_\_ Denial

Comments: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

**DEPARTMENT OF PUBLIC SAFETY:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: \_\_\_\_\_

Signature *Stacy...* Date 4-16-14

**DEPARTMENT OF PUBLIC SERVICES:**

\_\_\_\_\_ Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: \_\_\_\_\_

Signature *James Burdford* Date 4-16-14

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

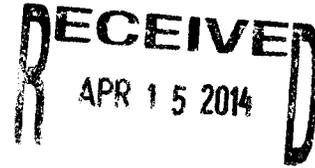
Comments: \_\_\_\_\_

Signature *J. Pinsky* Date 4-17-14

April 28, 2014

DOWAGIAC LIONS CLUB

April 15, 2014



Dear Mayor and City Council Members,

Each year the Dowagiac Lions Club participates in the state-wide drive to raise funds in the support of the blind and hearing impaired. This provides us with the opportunity to educate the general public as to the Michigan State Law meaning the bearer of a White Cane has the right-of-way.

The White Cane funds collected are used for the purpose of assisting those persons in the local community needing medical or sight corrective aid who cannot afford such services on their own. The major portion of donations is used to support the local Sight Conservation Program. The Dowagiac Lions Club also supports various other activities such as Leader Dog for the Blind, the Michigan Eye Bank, Welcome Home for the Blind, and organizations involved in Hearing Research.

At this time we would like to have the Councils permission to collect funds on June 5, 6, and 7, 2014.

Looking forward to your support.

Sincerely Yours,

Ron Jones  
Chairman  
White Cane Drive  
Dowagiac Lions Club

**CITY OF DOWAGIAC**  
**EVENT APPROVAL FORM**

Name of Event: White Cane Drive  
Date(s) of Event: June 5-7, 2014  
Sponsoring Organization: Dowagiac Lions Club  
Contact Person(s): Ron Jones, Chairman  
Contact Person's Telephone: None

**CITY MANAGER:**

\_\_\_\_\_ Final Approval \_\_\_\_\_ Denial

Comments: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

**DEPARTMENT OF PUBLIC SAFETY:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: \_\_\_\_\_

Signature *[Signature]* Date 4-16-14

**DEPARTMENT OF PUBLIC SERVICES:**

\_\_\_\_\_ Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: \_\_\_\_\_

Signature *[Signature]* Date 4-16-14

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: \_\_\_\_\_

Signature *[Signature]* Date 4-17-14

*CITY OF DOWAGIAC*

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**MEMO TO:** Mayor Lyons and City Council Members

**FROM:** Kevin P. Anderson, City Manager

**DATE:** April 25, 2014

**SUBJECT:** Appointment to Boards and Commissions

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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:

Citizens Review Commission

- ✓ Re-appoint Charles Burling for a term expiring May 2019.

From the City Manager:

WASTE COLLECTION SERVICES

The Department of Public Services has completed the bidding process for waste collection services for all city facilities and operations. The bids are for three years and the last time this was done was in 2011.

Waste Management is the low bid for two of the three bid sections. The lowest combined bid is Reliable Disposal. However, the City is currently using Reliable for sludge disposal at the wastewater treatment plant and they do not have the equipment required to keep from regularly spilling sludge when moving the containers. For permit compliance reasons, we need to make sure sludge material is properly contained. Since Waste Management is the next lowest bidder and have different equipment for handling sludge materials, they are recommended.

Over the next three years the cost for waste collection will be \$16,000 less than our current costs.

RECOMMENDATION

I recommend that City Council award the waste collection services bid to Waste Management.

Councilmember \_\_\_\_\_ moved and Councilmember \_\_\_\_\_ seconded that the recommendation of the City Manager be adopted.

ADOPTED unanimously.



**INTER-DEPARTMENTAL COMMUNICATION**

TO: Kevin P. Anderson  
*City Manager*

FROM: James D. Bradford  
*DPS Director*

DATE: April 24, 2014

RE: Waste Collection Services

---

The Department of Public Services contacted area waste collection companies to provide three-year quotes for monthly collection services at the various city departments. The last time this was done was in February 2011.

Attached is a copy of the three-year quote tabulation for dumpster and trash cart service at the various city departments. Our current service is with Reliable Disposal. From comparing the quotes for the three-years, Reliable Disposal has the lowest monthly costs for waste collection services. However, Reliable does not have the equipment to safely haul sludge dumpsters without spillage, which causes additional work for our employees and theirs.

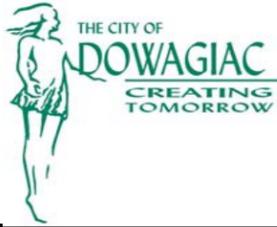
Waste Management of Battle Creek, Michigan, the second lowest bidder, does have the equipment to safely haul the sludge dumpsters. Therefore, the City would like to switch all the dumpster and trash cart services to *Waste Management* effective May 1, 2014.

The Department of Public Services will be sending a cancellation of service letter to Reliable Disposal this week informing them of the switch and requesting that they schedule removal of their dumpsters the last day of the month, being April 30, 2014.

Waste Management will be informed to have the dumpsters and trash cart delivered to each service location on Thursday, May 1, 2014.

Should you have any questions regarding this matter, please don't hesitate to contact the DPS office. Thank you.

JDB:sw  
Attachments



**City of Dowagiac  
Waste Collection Service  
Three-Year Quotations**

**2014 - 2015 - 2016**

Service Location	Size of Dumpster	# of P/U & Frequency	CURRENT PRICES	VENDOR NAME	Rates - Year 1 (2014)			Rates - Year 2 (2015)			Rates - Year 3 (2016)		
					Best Way Disposal	Waste Management of MI - SW	Reliable Disposal	Best Way Disposal	Waste Management of MI - SW	Reliable Disposal	Best Way Disposal	Waste Management of MI - SW	Reliable Disposal
Dowagiac City Hall 241 South Front Street	2 yd.	3 x week	\$227.30	Reliable Disposal	\$127.00	\$93.50	\$132.00	\$130.00	\$97.35	\$134.64	\$133.00	\$97.35	\$138.68
Dowagiac Dept. of Public Services 203 Chestnut Street	4 yd.	1 x week	\$70.52	Reliable Disposal	\$65.00	\$60.50	\$65.00	\$67.00	\$62.70	\$66.30	\$69.00	\$62.70	\$68.29
Dowagiac Wastewater Treatment Plant 29250 M-62 West	2 yd. - low profile	1 x week	\$69.40	Reliable Disposal	\$54.00	\$40.00	\$51.00	\$55.00	\$42.00	\$52.02	\$56.00	\$42.00	\$53.58
Dowagiac Grounds Department 525 Riverside Drive	8 yd.	1 x week	\$102.11	Reliable Disposal	\$94.00	\$121.00	\$84.00	\$96.00	\$125.40	\$85.68	\$98.00	\$125.40	\$88.25
Dowagiac Fire Department 302 Wolf Street	4 yd.	Every other week	\$52.00	Reliable Disposal	\$49.00	\$40.00	\$42.00	\$50.00	\$42.00	\$42.84	\$51.00	\$42.00	\$44.13
Dowagiac Area History Museum 201 East Division Street	Trash Cart	1 x week	\$23.20	Reliable Disposal	\$16.50	\$18.15	\$12.00	\$17.00	\$18.70	\$12.00	\$17.50	\$18.70	\$12.60
<b>MONTHLY TOTAL PER VENDOR</b>			<b>\$544.53</b>		<b>\$405.50</b>	<b>\$373.15</b>	<b>\$386.00</b>	<b>\$415.00</b>	<b>\$388.15</b>	<b>\$393.48</b>	<b>\$424.50</b>	<b>\$388.15</b>	<b>\$405.53</b>
<b>YEARLY TOTAL PER VENDOR</b>			<b>\$6,534.36</b>		<b>\$4,866.00</b>	<b>\$4,477.80</b>	<b>\$4,632.00</b>	<b>\$4,980.00</b>	<b>\$4,657.80</b>	<b>\$4,721.76</b>	<b>\$5,094.00</b>	<b>\$4,657.80</b>	<b>\$4,866.36</b>
<b>3 YEAR TOTALS PER VENDOR FOR WEEKLY SERVICE</b>			<b>\$19,603.08</b>		<b>\$14,940.00</b>	<b>\$13,793.40</b>	<b>\$14,220.12</b>						
Dowagiac Dept. of Public Services 501 South Front Street	10 yd.- low profile	As needed (Estimated @ 1 every 3 months)	\$254.76	Reliable Disposal	\$247.00	\$121.00 (Quoted 8 yd.)	\$225.00	\$255.00	\$125.00 (Quoted 8 yd.)	\$229.50	\$262.00	\$125.00 (Quoted 8 yd.)	\$236.39
	6	6 @ \$254.76											
<b>YEARLY TOTAL PER VENDOR</b>			<b>\$1,528.56</b>		<b>\$1,482.00</b>	<b>\$726.00</b>	<b>\$1,350.00</b>	<b>\$1,530.00</b>	<b>\$750.00</b>	<b>\$1,377.00</b>	<b>\$1,572.00</b>	<b>\$750.00</b>	<b>\$1,418.34</b>
<b>3 YEAR TOTALS PER VENDOR</b>			<b>\$4,585.68</b>		<b>\$4,584.00</b>	<b>\$2,226.00</b>	<b>\$4,145.34</b>						
Dowagiac Wastewater Treatment Plant - OPTION 1 29250 M-62 West - <b>SLUDGE DISPOSAL</b>	15 yd. Roll-off	As needed / 3 - 4 x wk - <b>OPTIONAL</b> (Used 2 x wk for calcs)	\$445.00	Best Way Disposal	\$445.00	\$302.00 + \$27/ton (Quoted 12 yd.)	\$325.00	\$455.00	\$314.00 + \$28/ton (Quoted 12 yd.)	\$331.50	\$465.00	\$314.00 + \$28/ton (Quoted 12 yd.)	\$341.45
Note: This dumpster shall have a liner and will require a cable & winch loading system.	102	102 @ \$445											
<b>YEARLY TOTAL PER VENDOR</b>		<b>\$45,390.00</b>	<b>\$45,390.00</b>		<b>\$45,390.00</b>	<b>\$39,066.00</b>	<b>\$33,150.00</b>	<b>\$46,410.00</b>	<b>\$40,596.00</b>	<b>\$33,813.00</b>	<b>\$47,430.00</b>	<b>\$40,596.00</b>	<b>\$34,827.90</b>
<b>TOTAL PER YEAR PER VENDOR</b>			<b>\$53,452.92</b>		<b>\$51,738.00</b>	<b>\$44,269.80</b>	<b>\$39,132.00</b>	<b>\$52,920.00</b>	<b>\$46,003.80</b>	<b>\$39,911.76</b>	<b>\$54,096.00</b>	<b>\$46,003.80</b>	<b>\$41,112.60</b>
<b>3 YEAR TOTALS PER VENDOR</b>			<b>\$136,170.00</b>		<b>\$139,230.00</b>	<b>\$120,258.00</b>	<b>\$101,790.90</b>						
<b>3 YEAR QUOTE TOTALS PER VENDOR</b>			<b>\$160,358.76</b>		<b>\$158,754.00</b>	<b>\$136,277.40</b>	<b>\$120,156.36</b>						

Frm City Mgr #2  
April 28, 2014

From the City Manager:

MSHDA-THIRD PARTY ADMINISTRATOR MANAGEMENT PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

There are new rules regarding MSHDA Third Party Administration for grants involving the redevelopment of apartments on the second floor of downtown businesses. We have been working with Marilyn Smith for a number of years and she has done an excellent job of making sure the projects comply with all of MSHDA regulations. There is a relatively small pool of experts who do this type of work. We have been fortunate that all of our projects have been in compliance.

There are two items that are required; one is a Third Party Administrator Management Plan and the other is a Proposal of Administrative Tasks. Both will need Council approval so that the residential units above the new downtown theater can proceed.

The first action is to authorize the Third Party Administrator Management Plan.

RECOMMENDATION

I recommend that City Council approve the Third Party Administrator Management Plan.

Councilmember \_\_\_\_\_ moved and Councilmember \_\_\_\_\_ seconded that the recommendation of the City Manager be adopted.

ADOPTED unanimously.



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
LANSING

KEITH MOLIN  
EXECUTIVE DIRECTOR



Office of Community Development

## THIRD PARTY ADMINISTRATOR MANAGEMENT PLAN

### PROCUREMENT AND DUE DILIGENCE

The use of third party administrators, for some agencies, is an essential element of running a successful housing program. MSHDA's Office of Community Development (OCD) offers guidance on the procurement of, and reimbursement for, these professional services in Policy Bulletins #5 and #6.

**However, the search for an effective grant administrator begins in the very early stages of program design when applicants explore the ramifications of grant management on staff time and available resources. To assist our grantees in their self assessment and possible decision to begin the search for a grant administrator, OCD encourages consideration of the following to ensure due diligence in the procurement of third party administrators.**

1. Know your own program; as the grantee, your Board is still responsible for compliance with the terms of the grant agreement and regulations governing allowable expenditures.
2. Use proper procurement standards in the hiring of outside consultants (see OCD Policy Bulletin #5).
3. Present a comprehensive list of tasks/skills in your written request for proposals.
4. Ask for evidence/documentation of: experience administering housing programs, program knowledge, financial stability, staff capacity, training, etc. Documentation must include contact names and phone numbers.
5. Verify the information presented in responding proposals.
6. Use clear and succinct written agreements. Be sure that your selected contractor understands the responsibilities required under the agreement.
7. Take stock of your internal staff capacity to perform grant administration activities that are required of the grantee; assign a staff person for being liaison to your third-party administrator (this person should understand program guidelines, federal requirements, etc.).
8. Participate actively in writing program guidelines that accurately reflect the parameters of your program.
9. Establish and enforce active, ongoing, progress and financial reporting responsibilities for your program.
10. Make sure you have current manuals, forms, policy bulletins, etc.
11. Plan with your administrator for the completion of milestones and desired results.
12. Document everything. (This is Murphy's Law: The item HUD or MSHDA wants as evidence of compliance is the exact document you thought you could get away with not completing.)



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## MANAGEMENT PLAN

In addition to the information presented in the Implementation and Capacity section of your online application, it is important that Grantees understand their oversight responsibilities for grant implementation by a Third Party Administrator. Please complete this Management Plan and return to your CD Specialist as part of the Special Conditions of your recent grant award. Contact your CD Specialist for an electronic version of this form.

Date: **4/25/2014**

Grant #: **HRF-2014-0530**

Grantee: **CITY OF DOWAGIAC**

Grantee Contact Person: **Robin Coffey**

**A. List names and titles of Grantee staff responsible for overall grant management and compliance.**

Name	Title
Donald D. Lyons	Mayor
Kevin Anderson	City Manager
Robin Coffey	Treasurer

**B. Identify the contracted administrator (Third Party Administrator) for this grant.**

**Marilyn Smith**

**C. List names and titles of the Third Party Administrator (TPA) staff responsible for various grant implementation duties.**

Name	Title
Marilyn Smith	Consultant
Kathleen Eriksen	Consultant
Chris Nagy	Construction Consultant

**D. Name the individual that will have primary responsibility for all the following tasks that apply to your housing grant and indicate if the person is a grantee staff member or TPA staff person.**

<b>Task</b>	<b>Name of Person Responsible (and agency, if neither Grantee nor TPA staff)</b>	<b>Grantee</b>	<b>TPA</b>
1. Housing Needs Assessment	Marilyn Smith/Kevin Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Public Hearings	Marilyn Smith/Kevin Anderson	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Civil Rights / EEO	Kevin Anderson/Kevin Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Complaint Procedure	Marilyn Smith/Kevin Anderson	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Davis Bacon and Related Act (labor standards)	Marilyn Smith	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Environmental Review	Marilyn Smith	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Fair Housing	Kevin Anderson, City Manager	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Uniform Relocation Act (relocation and acquisition)	Marilyn Smith	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Financial Management	Marilyn Smith/Robin Coffey	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10. Household Income Eligibility	Marilyn Smith/Kathleen Eriksen	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Processing Applications for Assistance	Marilyn Smith/Kathleen Eriksen	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Program Guidelines (preparation of)	Marilyn Smith	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Outreach and Public Information	Marilyn Smith/Kathleen Eriksen/Kevin Anderson	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
14. Property Selection for Acquisition	TARGETED - City of Dowagiac/DDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Contractor Selection Process	Landlord/Marilyn Smith	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Cost Estimates	Marilyn Smith/Chris Nagy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Inspections	Marilyn Smith/Kathleen Eriksen/Chris Nagy/Building Inspectors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
18. Lead Based Paint Requirements	Marilyn Smith	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Specifications	Marilyn Smith/Chris Nagy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20. Grant Status updates (from TPA to Grantee)	Marilyn Smith		X
21. Construction Supervision	Marilyn Smith/Kathleen Eriksen/Chris Nagy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22. Homeownership Counseling	NA	<input type="checkbox"/>	<input type="checkbox"/>
23. Marketing Units	Marilyn Smith/Kathleen Eriksen	<input type="checkbox"/>	<input type="checkbox"/>
24. Mortgage/Lien Documents	Marilyn Smith/Kathleen Eriksen	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25. Project Bid Awards	Marilyn Smith/Kathleen Eriksen	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26. Other:		<input type="checkbox"/>	<input type="checkbox"/>
27. Other:		<input type="checkbox"/>	<input type="checkbox"/>
28. Other:		<input type="checkbox"/>	<input type="checkbox"/>
29. Other:		<input type="checkbox"/>	<input type="checkbox"/>
30. Other:		<input type="checkbox"/>	<input type="checkbox"/>

**E.** Describe Grantee's internal controls and monitoring procedures to ensure TPA accountability for program progress, compliance and financial management. If an update or report will be used (see #20 above), indicate contents and frequency of submission to the Grantee.

**ALL PROJECTS SET UP ON OPAL, AND DOCUMENTATION/ELIGIBILITY DISCUSSED AND APPROVED AT CITY LEVEL. BUILDING PERMITS/INSPECTIONS/OCCUPANCY PERMITS ARE DONE THROUGH CITY OF DOWAGIAC.**

**F.** Describe the "money flow". Who and how will grant funds be requested from MSHDA and payments made to contractors? Who has authority to approve payments? What documentation is reviewed? Who will write checks and who will sign them? Give as much detail as necessary to show that required financial management practices are understood and followed.

**GRANT FUNDS REQUESTED AFTER PROJECTS SET-UP ON OPAL AND FORWARDED TO STATE FROM CITY AUTHORIZED OFFICIAL. ALL INVOICES/VOUCHERS SENT TO CITY FINANCE DEPARTMENT FOR PAYMENT WITH PAYMENTS TO CONTRACTORS IDENTIFIED WITH PROJECT/OWNER. CHECKS WRITTEN/SIGNED/MAILED AT CITY LEVEL.**

**G.** List any technical assistance received or trainings attended by **Grantee** staff in the last year. Give the names of relevant staff members.

**N/A**

**H.** List any technical assistance received or trainings attended by **Third Party Administrator** staff in the last year. Give the names of relevant staff members.

**Marilyn Smith/Staff**

**Trainings/Updates**

**Michigan Small Town Conference - April 2014**

**MSHDA Regional Training - February, 2014**

**MSHDA Regional Training - August, 2013**

**UPCS - August, 2013 (Marilyn Smith/Staff)**

**Building Michigan Conference - April 29-May 1, 2013**

**Michigan Small Town Conference - April, 2013**

**Income/Asset Webinar Training (1040 Method) - March, 2013**

**Income/Asset Webinar Training (HO/Rental) - February, 2012**

**Section 3 Re-Training - February, 2012**

I understand that the individuals listed above have responsibility for ensuring various tasks and grant management duties are completed; however, it is the ultimate responsibility of Grantee for meeting the terms of the Grant Agreement with MSHDA, including all program and compliance requirements, HUD and MSHDA guidelines and policy bulletins, and local ordinances and codes.

Grantee has put in place the necessary agreements, policies, procedures and training to ensure that the Third Party Administrator named above understands their contractual obligations and has the capacity to effectively implement this Grant.

---

Authorized Official Name:

Date

Donald D. Lyons

Authorized Official Title: Mayor

#### REQUIRED ATTACHMENTS:

- (1) Copy of **Request for Proposal** (RFP) for Third Party Administrator. Indicate number of proposals received and reasons for selection. If a RFP was not used, indicate NA  and explain. Marilyn Smith has been the Third Party Administrator for Barry County for several years.
- (2) Written description of **TPA previous experience** with Federal and/or MSHDA grants. Identify any significant findings or delays.
- (3) Copy of Administrative **Agreement** (between Grantee and Third Party Administrator).

From the City Manager:

MSHDA-PROPOSAL OF ADMINISTRATIVE TASKS FOR THE COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM

There are new rules regarding MSHDA Third Party Administration for grants involving the redevelopment of apartments on the second floor of downtown businesses. We have been working with Marilyn Smith for a number of years and she has done an excellent job of making sure the projects comply with all of MSHDA regulations. There is a relatively small pool of experts who do this type of work. We have been fortunate that all of our projects have been in compliance.

There are two items that are required; one is a Third Party Administrator Management Plan and the other is a Proposal of Administrative Tasks. Both will need Council approval so that the residential units above the new downtown theater can proceed.

The second action is to approve the Proposal of Administrative Tasks with Marilyn Smith/Smith Housing Consulting.

RECOMMENDATION

I recommend that City Council approve the Proposal of Administrative Tasks.

Councilmember \_\_\_\_\_ moved and Councilmember \_\_\_\_\_ seconded that the recommendation of the City Manager be adopted.

ADOPTED unanimously.

**PROPOSAL OF ADMINISTRATIVE TASKS**

- A. Provide all such administrative services as may be required for the administration of the Community Development Block Grant Program, including but not restricted to:
1. Pre-Grant Disbursement Conditions as written in the Grant Agreement and subsequent correspondence regarding disbursement, including the Environmental Review
  2. Deferred Loans and Rental Rehabilitation
    - a. Advertise activities/projects availability
    - b. Solicit initial applications
    - c. Verify eligibility of applicants
    - d. Specify and estimate cost of work to be completed on rental units/buildings
    - e. Review and modify established local guidelines for administration of funds as required to meet needs of city/program requirements
  3. Contractor Selection
    - a. Advertise for and develop a list of qualified contractors per guidelines
    - b. Screen contractors to assure proper licensing, certification, insurance, and workmanship qualifications
    - c. Send/give work specifications to contractors for bids
    - d. Assist contractors and owners with contracts
  4. Inspection of Work
    - a. Assure that all applications, associated paperwork, inspections, invoices and waivers are satisfactorily completed
    - b. Assure that all rehabilitation work is satisfactorily completed and all subcontractor and suppliers have been paid and all waivers signed/sworn statement signed, prior to final payment to contractor
  5. Termination of Activity
    - a. Responsible for initiating payment to contractor for materials and labor relating to the Michigan Community Development Block Grant Program
    - b. File project documents, and retain for required time period
    - c. Prepare program reports of activities and account for all expenditures
    - d. Work with Michigan State Housing Development Authority officials with communities and monitoring visits
    - e. Work with CITY Clerk and Treasurer to coordinate bookkeeping
    - f. Work with CITY Economic Development Coordinator, DDA Director, and other officials, as required, to meet project goals
    - g. Assist with audit of program
    - h. Monitor rental units/tenants for a period of five years from point of completion
  6. Hours of Availability
    - a. Regular office hours and on-call (as needed) for administration of the program.

- B. Administer the Community Development Block Grant Program in accordance with rules and regulations of the U.S. Department of Housing and Urban Development, as set forth in 24 CFR 570 et seq., and the Guidebook for Administration of Community Development Block Grant Program.
- C. Be considered independent contractor

*CITY SHALL:*

- A. Compensate SMITH to administer the Rental Rehab CDBG Grant for the amount of administration allowed under the grant agreement to be paid from CDBG funds (less any audit expenses, if federal/state grant totals exceed \$300,000). Administration expenses shall be limited to those expenses listed in 24 CFR 206. SMITH shall draw an initial payment request of \$5,000 from CDBG funds. When SMITH incurs approximately \$5,000 of costs for administration of the Community Development Block Grant Program, as documented by accounting on OPAL, another payment shall be drawn from CDBG funds to administer the program. This payment procedure shall continue until the maximum of CDBG funds has been drawn down and all local monies have been disbursed.

*IT IS FURTHER AGREED THAT:*

- A. INDEPENDENT CONTRACTOR: It is expressly understood and agreed that SMITH is an independent contractor. The contractor and any persons employed by them shall in no way be deemed to be nor shall hold themselves out as employees, servants or agents of the CITY or the State of Michigan, and shall not be entitled to any fringe benefits of the CITY or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The contractor shall be responsible for paying the wages of any personnel employed by them, and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Contractor shall also be responsible for providing any personnel employed by them with workers' compensation and unemployment compensation coverage, as required by law.
- B. No changes or increases in costs shall extend beyond the maximum amount of administration money as dictated by the grant agreement.
- C. Either party may terminate any Contract after not less than forty-five (45) days written notice to the other party. In the event of termination, SMITH shall be reimbursed for all eligible costs incurred in the furtherance of the above-mentioned Grant.
- D. In accord with provision of Act 453, P.A. 1976 as amended (Elliot-Larson Civil Rights Act) parties may not discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, or marital status.

\_\_\_\_\_  
Marilyn M. Smith

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donald D. Lyons, Mayor

\_\_\_\_\_  
Date

*CITY OF DOWAGIAC*

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**MEMO TO:** Mayor Lyons and City Council Members

**FROM:** Kevin P. Anderson, City Manager

**DATE:** April 25, 2014

**SUBJECT:** Nuisance Abatement Property Public Hearing and Resolution – 209 Andrews

---

At the April 14<sup>th</sup> Council meeting, a public hearing was set for the April 28<sup>th</sup> Council meeting to consider the declaration of a public nuisance for a property at 209 Andrews Street under the City's Boarding Ordinance. The City Clerk has given proper notice and advertised the matter.

Included in the April 14<sup>th</sup> agenda were staff reports concerning this property. The property to be considered, which has numerous violations, is currently owned by Eric Smith. The resolution requires the property owner to obtain a permit and demolish said nuisance within 30 days from the date of the resolution and said nuisance abated no later than 60 days.

**RECOMMENDATION**

Approve the resolution to declare 209 Andrews Street a nuisance property.

Support Documents:  
Cover Memo-City Mgr.  
Resolution

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

**WHEREAS**, the Dowagiac City Council has heretofore adopted its resolution scheduling a public hearing on the necessity of abatement of dangerous structures constituting a public nuisance within the meaning of Sections 38.42 et seq, of the Dowagiac City Code, which structures are described as:

**209 Andrews Street**

**Tax #14-160-100-447-00**

**Described as follows: LOT 90 FORBES 5 ADD CITY OF DOWAGIAC.**

**WHEREAS**, due notice of public hearing to consider the condemnation thereof has heretofore been given in accordance with the requirements of Chapter 66, Section 66.7 of the Dowagiac City Code, both by publication and by mailing to each owner or person in interest in said property as shown by the last general tax assessment roll of the City, at least ten full days prior to the date of said hearing; and;

**WHEREAS**, said hearing has been conducted and comments thereon received, and;

**WHEREAS**, the Dowagiac City Council, upon due consideration and deliberation, determines that condemnation of certain structures situated at **209 Andrews Street**, City of Dowagiac, is necessary due to the deteriorated and/damaged condition and the inability of the structures to be economically rehabilitated, and such action must be taken in order to properly and adequately safeguard the public interest, and;

**WHEREAS**, this Council does further determine that the whole of the cost of the repairs, improvements and/or demolition of the structures attached hereto and incorporated herein by reference shall be defrayed by use of the withholding funds, under PA 495, of 1980 upon the property hereinabove described in the event that said improvements and/or demolition shall not be made by the owner thereof within the time limits hereinbelow proscribed.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dowagiac by the affirmative vote of its Council does hereby determine that certain structures situated upon the properties hereinabove described constitutes a public nuisance as defined by Chapter 38, Sections 38.71(13) and 38.41 of the Dowagiac City Code justifying abatement by the City pursuant to the powers granted in Chapter 12 of the Dowagiac City Charter and Chapter 38 of the Dowagiac City Code.

**BE IT FURTHER RESOLVED** that the improvements, repairs and/or demolition of said structures are those set forth in Appendix A attached hereto and incorporated herein by reference, and that said improvements, repairs and/or demolition is necessary in order to protect the public health, safety and welfare.

**BE IT FURTHER RESOLVED** that said premises by and hereby is determined to contain the following violations:

- Building       Electrical       Plumbing       Heating  
 Housing       Fire       Other

**BE IT FURTHER RESOLVED** that said nuisances be abated, and that the owner of said premises, to-wit: **Eric R. Smith**, be and hereby is directed to **demolish** said nuisance by commencement of actions necessary to accomplish same **within 30 days** from the date of this resolution, and that said acts be completed, and said nuisances abated, no later than **60 days** from the date of this resolution.

**BE IT FURTHER RESOLVED** that if, upon the commencement date herein provided, abatement has not been commenced or if, upon the completion date, such conditions constituting a nuisance have not been abated, the City Manager is directed to cause the abatement of such conditions and nuisances by:

- Demolition  
 Correction of the above-listed Code violations.

**BE IT FURTHER RESOLVED** that any costs incurred in the abatement of such conditions and nuisances are to be assessed against the properties hereinabove described in accordance with the provisions of Chapter 66, Sections 66.1, et seq, of the Dowagiac City Code.

**BE IT FURTHER RESOLVED** that the City Manager be and hereby is directed to solicit and receive estimates of the costs and expenses associated with the abatement of said nuisances as hereinabove set forth and that such estimates shall be deposited with the City Clerk for examination in accordance with the requirements of Chapter 66 of the Dowagiac City Code.

**BE IT FURTHER RESOLVED** that the City Clerk be and hereby is directed to forthwith send, by certified mail, return receipt requested, a copy of this resolution to the last known address of the property owner, or any person having an interest in said properties, as shown by the last general tax assessment roll of the City, together with copies of the Code Enforcement Report forms submitted in this matter.

ADOPTED/REJECTED

## *CITY OF DOWAGIAC*

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**MEMO TO:** Mayor Lyons and City Council Members

**FROM:** Kevin P. Anderson, City Manager

**DATE:** April 25, 2014

**SUBJECT:** Agreement for Prosecution Services

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It is fairly common for a local municipality to contract with the Prosecutor's Office for prosecuting local ordinance issues. Public Safety Director Steve Grinnwald has discussed terms with County Prosecutor Victor Fitz and developed an agreement by which prosecution services can be efficiently and fairly administered for City of Dowagiac cases.

The County Prosecutor has taken the attached Agreement for Prosecution Services to the County Board and they have agreed to the following terms:

- Prosecuting Attorney will prosecute all ordinance violations occurring within the city limits for which an arrest is made and a citation issued.
- Prosecuting Attorney's office will receive 65% of the portion of fines and costs that the City would otherwise receive. Any civil forfeiture handled by the Prosecuting Attorney will be paid at 30% of the total forfeiture.
- Agreement will be year-to-year and will automatically renew.
- Either party may terminate the agreement upon 60 days written notice.

### RECOMMENDATION

Approve the resolution authorizing an Agreement for Prosecution Services.

Support Documents:

Cover Memo-City Mgr.  
Resolution  
Agreement

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

**WHEREAS**, it is in the mutual interest of the City of Dowagiac and Cass County to efficiently handle the prosecution of all ordinance violations that occur within the city limits;  
and

**WHEREAS**, the Cass County Prosecutor is willing and able to handle the caseload that is generated by the City; and

**WHEREAS**, the Cass County Board of Commissioners has agreed to the contract for these services; and

**WHEREAS**, the Public Safety Director and City Manager have recommended that an agreement with the County Prosecutor be approved.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves the attached Agreement for Prosecution Services with the Cass County Prosecuting Attorney.

ADOPTED/REJECTED

## **AGREEMENT FOR PROSECUTION SERVICES**

The City of Dowagiac (City) is a municipal corporation with the responsibility of enforcing municipal ordinances within the City; and

The City is required to prosecute those violations of City ordinances committed within the city limits; and

The Michigan Attorney General has determined that a county prosecuting attorney may act as counsel for the City for the purpose of prosecuting a City's ordinance cases; and

The City desires to contract with the Cass County Prosecuting Attorney (Prosecuting Attorney) through the County of Cass (County) to prosecute violations of City ordinances committed within the municipal limits of the City; and

The Prosecuting Attorney and County desire to contract with the City to accept the duty and receive the authority to prosecute those violations of City ordinances cited within the municipal limits of the City; and

The City and the Prosecuting Attorney and the County (Parties) have agreed that it is in the best interest of the citizens of Dowagiac and the County of Cass that the Prosecuting Attorney, and the prosecutor's assistant prosecuting attorneys, be empowered by the City to enforce City ordinances;

In consideration of the above recitals and the City's payment to the County of compensation as provided, the Parties agree as follows:

### **1. PERFORMANCE OF SERVICES**

- A. Prosecuting Attorney will prosecute all ordinance violations occurring within the City limits for which an arrest is made, a citation is issued, or a complaint is submitted by an employee of the City, and appeals from a magistrate to district court. In addition, the Prosecuting Attorney will also prosecute all juvenile related offenses occurring within the City limits.
- B. In addition, Prosecuting Attorney agrees to provide the City with the following specific services:
  - (1) Review complaint requests, arrest and search warrants and matters related to the above described offenses or matters.
  - (2) Assist in the preparation of search warrants regarding the above described offenses or matters.
  - (3) Prepare for and conduct all court hearings or motions scheduled for a hearing in any case within the scope of this Agreement and any appeal from a magistrate to

district court, consistent with local practices and need as determined by the Prosecuting Attorney.

- (4) Prepare and conduct all trials in any case within the scope of this Agreement, and any appeal.
- (5) Represent the City, prepare and conduct all procedures, hearings and trials of civil forfeiture entered into by the City regarding the above described offenses or matters.
- (6) Keep informed of new developments in criminal law and criminal procedure.

C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.

## **2. PAYMENT FOR SERVICE**

In exchange for the services in this Agreement, the sole compensation to the Prosecuting Attorney be 65% of the portion of the fines and costs that the City would otherwise receive. The remaining portion of the fines and costs shall be remitted to the City.

Any civil forfeiture matter handled by the Prosecuting Attorney on behalf of the City will be paid as 30% of the total forfeited to the Prosecuting attorney for matters that require any hearings or trials. Any other forfeiture matter on behalf of the City handled by the Prosecuting Attorney will be paid as 20% of the total forfeited to the Prosecuting Attorney.

## **3. TERM OF AGREEMENT**

This agreement shall be in effect from November 1, 2013 through December 31, 2014 and extend thereafter on a year-by-year basis without the necessity of notice or renewal. Either party may terminate this Agreement upon 60 days written notice.

## **4. MISCELLANEOUS PROVISIONS**

- A. Independent Contractor: The Parties to this Agreement intend that the relationship of the City and the Prosecuting Attorney shall be that of an independent contractor.
- B. Conflict of Interest: If the Prosecuting Attorney determines, in his sole discretion, that prosecution of a City matter creates or will create a potential or actual conflict of interest or may be inconsistent with his duties as Prosecuting Attorney, Michigan Law, State Bar ethics rules, or that the interest of justice requires it, the Prosecuting Attorney may refuse to prosecute such case and shall promptly notify the City

Manager or his designee. The City agrees that it shall arrange and pay for prosecution of that particular case.

- C. Discretion: The Prosecuting Attorney shall have discretion in all charging decisions, plea agreements and disposition of cases prosecuted on behalf of the City, but will consider the requests and input from the Chief of Police (Director of Public Safety) or City Manager or his designee.
- D. Compliance With Law: The Parties shall comply with all federal, state and local laws.
- E. Headings: The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions.
- F. Severability: Every provision of this Agreement is intended to be severable. If any term of provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions, which shall continue in full force and effect.

5. **ACCEPTANCE**

BY THE CITY OF DOWAGIAC

\_\_\_\_\_  
Mayor Don Lyons

Date: \_\_\_\_\_

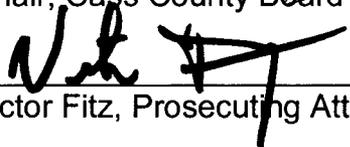
\_\_\_\_\_  
City Manager Kevin Anderson

Date: \_\_\_\_\_

BY CASS COUNTY

  
\_\_\_\_\_  
Chair, Cass County Board of Commissioners

Date: 04-04-14

  
\_\_\_\_\_  
Victor Fitz, Prosecuting Attorney

Date: 4-4-14

**CITY OF DOWAGIAC**

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**MEMO TO: Mayor Lyons and City Council Members**

**FROM: Kevin P. Anderson, City Manager**

**DATE: April 25, 2014**

**SUBJECT: Airport Runway Rehabilitation**

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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 rehabilitation of the runway, which would include crack sealing and paint marking. The project will cost \$30,000 and the project is eligible for grant assistance that will make the City's obligation only \$750. If approved by Council, the project should be completed this year.

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

**RECOMMENDATION**

Authorize the resolution that approves the contract under the direction of MDOT related to the crack sealing and paint marking of the airport runway.

Support Documents:  
Cover Memo-City Mgr.  
Resolution  
Contract

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

**WHEREAS,** the City of Dowagiac owns, maintains, and operates an airport, the Dowagiac  
Municipal Airport; and

**WHEREAS,** federal and state funds are available to the City of Dowagiac for the purpose of  
crack sealing and paint marking the airport runway, as further defined in the  
attached contract.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by affirmative vote of  
its City Council, hereby approves the contract under the direction of the Michigan  
Department of Transportation related to the crack sealing and paint marking on  
the airport runway at the Dowagiac Municipal Airport; and

**BE IT FURTHER RESOLVED,** that the City Council directs the City Clerk 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 (DEPARTMENT) 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 March 24, 2014, attached hereto and made a part hereof.

**PROJECT DESCRIPTION: REHABILITATE RUNWAY - AIRFIELD CRACK SEALING AND PAINT MARKING.**

**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

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

The DEPARTMENT 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) 12, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by the DEPARTMENT 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. The DEPARTMENT 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 the DEPARTMENT 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 the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to the DEPARTMENT.
3. Make payment to the DEPARTMENT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. The DEPARTMENT 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 the DEPARTMENT 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. The DEPARTMENT or its representative may inspect, copy, 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 the DEPARTMENT 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 the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT 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 the DEPARTMENT or 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 the DEPARTMENT. 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 the DEPARTMENT. 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 the DEPARTMENT 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 the DEPARTMENT.

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 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 the FAA "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on \_\_\_\_\_.

THE DEPARTMENT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. The DEPARTMENT 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. The DEPARTMENT will seek reimbursement from the FAA through the block grant issued to the DEPARTMENT for funds expended on eligible PROJECT COSTS.

The DEPARTMENT 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 DEPARTMENT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share .....	\$28,500.00
Maximum DEPARTMENT Share .....	\$750.00
SPONSOR Share .....	<u>\$750.00</u>
<i>Estimated</i> PROJECT COST .....	\$30,000.00

12. The PROJECT COST will be met in part with federal funds granted to the DEPARTMENT by the FAA through the block grant program and in part with DEPARTMENT 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 DEPARTMENT obligation shown in Section 11.

For portions of the PROJECT where only DEPARTMENT and SPONSOR funds will be applied to the final settlement, DEPARTMENT funds will be at a rate not to exceed ninety percent (90%), and the total DEPARTMENT funds applied toward the PROJECT COST may be up to but will not exceed the maximum DEPARTMENT 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 DEPARTMENT funds will be the sole responsibility of the SPONSOR.

DEPARTMENT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. The DEPARTMENT 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 the DEPARTMENT 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 DEPARTMENT and federal funds under this Contract. The maximum obligation of DEPARTMENT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by the DEPARTMENT. 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 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 the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, 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 the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT 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 the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense (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 the DEPARTMENT. 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 the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT 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 the DEPARTMENT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT 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 the DEPARTMENT 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 the DEPARTMENT'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 in 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 the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the DEPARTMENT, 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 the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by the DEPARTMENT 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 the DEPARTMENT.

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

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. The DEPARTMENT 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 the DEPARTMENT 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 the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

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 the DEPARTMENT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The SPONSOR shall notify the DEPARTMENT 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 the DEPARTMENT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify the DEPARTMENT 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 the DEPARTMENT 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. The DEPARTMENT 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 the DEPARTMENT 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 the DEPARTMENT 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-26-0029-1511  
Contract No. FM 14-01-C24

03/24/14

	Federal	State	Local	Total
<u>ADMINISTRATION</u>	<u>\$190</u>	<u>\$5</u>	<u>\$5</u>	<u>\$200</u>
DEPARTMENT-AERO	\$190	\$5	\$5	\$200
<u>PLANNING</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>DESIGN</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>CONSTRUCTION</u>	<u>\$28,310</u>	<u>\$745</u>	<u>\$745</u>	<u>\$29,800</u>
Rehabilitate Runway - Airfield Crack				
Sealing & Paint Marking	\$28,310	\$745	\$745	\$29,800
<u>CONTINGENCIES</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Funding Contingencies	\$0	\$0	\$0	\$0
<b>TOTAL PROJECT BUDGET</b>	<b>\$28,500</b>	<b>\$750</b>	<b>\$750</b>	<b>\$30,000</b>

Federal Billing Breakdown:

Bill #1

\$28,500 SBGP 8111

MAC Approval: 3/20/14

## ATTACHMENT 12

### **SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING CRACK SEALING AND PAVEMENT MARKING FOR WHICH THE DEPARTMENT OPENS BIDS AND AWARDS CONTRACTS**

1. The "PROJECT COST" is defined as the cost of all work necessary to complete the item(s) identified in the body of this Contract as the PROJECT.
2. The DEPARTMENT is authorized to solicit bids and award the contract for the PROJECT in accordance with the DEPARTMENT's "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work."
3. The SPONSOR will be billed by the DEPARTMENT following award of this Contract. The amount of the billing will be shown as the local share on the attached Exhibit 1.

The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved by the DEPARTMENT and the SPONSOR at the time of award of an amendment to this Contract. The SPONSOR will make payment to the DEPARTMENT within thirty (30) days of the billing date.

4. The DEPARTMENT is authorized by the SPONSOR and is responsible for coordinating with the contractor to perform the PROJECT work. The DEPARTMENT or the contractor will contact the SPONSOR a minimum of 48 hours in advance of performing PROJECT work. The DEPARTMENT and its contractor will be authorized to enter upon the airport premises to conduct the PROJECT work. The SPONSOR will issue a NOTAM (Notice to Airman) regarding the PROJECT activity at the airport. Payment of all PROJECT COSTS will be made by the DEPARTMENT.
5. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA.
6. Upon completion of the PROJECT and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
7. 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.

8. In addition to the requirements of Section 7 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 to 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.

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.

9. 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.
10. 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, and/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.
11. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and are directly and substantially related to the actual air transportation of passengers or property.

**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.

(Revised October 1, 2005)

**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.

Airport Name: Dowagiac Municipal Airport  
Associated City: Dowagiac, Michigan  
Project No: F-26-0029-1511

## APPENDIX F

### SPECIAL CONDITIONS

1. RUNWAY PROTECTION ZONES. The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
  - a. Existing Fee Title Interest in the Runway Protection Zone.  
The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map, except for nav aids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
  - b. Existing Easement Interest in the 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 a hazard to air navigation 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.
  - c. Future Interest in the Runway Protection Zone.  
The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zone(s) for Runway(s) that presently are not under their control within ten years of this grant agreement. Said interest shall provide the protection noted in above Subparagraphs a. and b.
2. EXHIBIT A. It is understood and agreed by and between the parties hereto that notwithstanding the fact that this Grant Offer is made and accepted upon the basis of the Exhibit "A" property map, the Sponsor hereby covenants and agrees that it will update said Exhibit "A" property map to standards satisfactory to the Department and submit said documentation in final form to the Department for approval. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" property map is an eligible administrative cost for participation within the scope of this project.

3. ENVIRONMENTAL COMPLIANCE. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable environmental regulations in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.
4. BUY AMERICAN REQUIREMENT. Unless otherwise approved by the FAA, 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
5. OPEN BIDDING. The Sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:
  - a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
  - b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
  - c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
    - (1) become members of or affiliated with a labor organization, or
    - (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

The Sponsor further agrees to require any contractor or subcontractor to agree to not include any similar provision that would violate paragraphs a through c above in their contracts or subcontracts pertaining to the projects under this grant.

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by the assurance in Section III.C.11 of the "Terms and Conditions of Accepting Airport Improvement Program Grants." The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. As a minimum, the program must include the following:

a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule.**

- (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 Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspection may be extended to three years.
- (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.

c. **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 types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed is below:

- (1) inspection date,
- (2) location,

- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

- d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
- e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

7. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000. The Sponsor agrees to perform the following:

- a. Furnish a construction management program to FAA prior to the start of construction which shall detail 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 specifications. The program shall include as a minimum:
  - (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 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 did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall 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, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall 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 grant agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
8. AGENCY AGREEMENTS. The Sponsor will not amend, modify, or terminate the agency relationship between the Sponsor, as principal, and the Michigan Aeronautics Commission, as agency, created by the Agency Agreement without prior written approval of the FAA.
  9. DBE PLAN. It is understood and agreed by and between the parties hereto that the Sponsor shall not issue any invitations for bids for work described on Page 1 of the Grant Agreement, nor shall the United States be obligated to make payment representing its share of the project cost, until the FAA has updated Disadvantaged Business Enterprises Program goals as specified by the FAA, Great Lakes Region, Civil Rights Office letter.

According to the federal requirement 49 CFR Part 26, Participation by Minority Business Enterprise in Department of Transportation Programs, recipients of FAA funds shall submit overall DBE goal information annually. As recipient of this block grant, the Department accepts this responsibility.

**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	<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED	AUTHORIZATION NO.	CONTRACT NO.
BILLING PERIOD:			JOB NO.
			Check if Final Payment <input type="checkbox"/>

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/MDO
--	-------	----------

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***

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**MEMO TO: Mayor Lyons and City Council Members**

**FROM: Kevin P. Anderson, City Manager**

**DATE: April 25, 2014**

**SUBJECT: Creative Foam Corporation IFT Application**

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We have received an application from Creative Foam Corporation to be considered for tax abatement for new equipment. In total, they are looking to invest an additional \$771,926.

City Council recently adopted a policy by which the amount of money invested, the total jobs created or retained, the local job component and the annual payroll would be taken into consideration when reviewing IFT applications. Creative Foam's application makes them eligible for a 12-year tax abatement. Years 7-12 of the abatement will require annual documentation that the original criterion continues to be met. This new investment will contribute approximately \$1,800 in new taxes for the City and an additional \$1,200 for other taxing entities per year.

State law requires three actions by Council on IFT applications; 1) call for a public hearing, 2) hold a public hearing, and 3) take action. The attached resolution calls for a public hearing to be held at the May 27, 2014 City Council meeting.

**RECOMMENDATION**

Authorize a resolution calling for a public hearing at the May 27, 2014 City Council meeting.

Support Documents:  
Cover Memo-City Mgr.  
Resolution  
IFT Application

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

**WHEREAS**, Creative Foam Corporation has made formal application for an Industrial Facilities Exemption Certificate, pursuant to new equipment at its manufacturing facility at 55210 Rudy Road in the City of Dowagiac, and;

**WHEREAS**, pursuant to P.A. 198 (1974) as amended, a public hearing is to be conducted by the local governmental unit in which the application facility is located, and;

**WHEREAS**, P.A. 198 requires that the Assessor for the City of Dowagiac and the legislative body of each unit levying ad valorem property taxes against the facility in question be notified of the public hearing.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dowagiac does hereby schedule a public hearing to be conducted on May 27, 2014 at 7:00 p.m. in the City Council Chambers for the purpose of hearing public comment on the application filed by Creative Foam Corporation for an Industrial Facilities Exemption Certificate for new equipment at its manufacturing facility at 55210 Rudy Road in the City of Dowagiac.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby authorized and directed to send notices, by certified mail, of said public hearing to the following:

1. Creative Foam Corporation
2. City Assessor, City of Dowagiac
3. The County Board of Commissioners, County of Cass
4. The Board of Education, Dowagiac Union Schools
5. The Board of Trustees, Southwestern Michigan College
6. The Board of Education, Lewis Cass Intermediate School District
7. Dowagiac District Library

ADOPTED/REJECTED

Creative Foam  
Industrial Development District  
Facilities Exemption Certificate Request

NAME OF COMPANY: Creative Foam

ADDRESS: 55210 Rudy Road, Dowagiac, MI 49047

PROJECT: To invest in a new machinery and equipment to further the efficiency of the company to compete in a global economy.

EMPLOYEES: Creation of 10 jobs with Abatement Request

REQUEST: After a duly held public hearing on May 27, 2014 at 7:00 PM at the City Hall located at 241 S. Front Street, Dowagiac, MI 49047. Creative Foam respectfully requests the approval of the Facilities Exemption Certificate for a period of twelve (12) years.

CONTACT  
Cynthia M. LaGrow  
LaGrow Consulting  
4981 Fikes Road  
Coloma, MI 49038  
(269)757-4433

## PUBLIC NOTICE

The Dowagiac City Council will hold a public hearing on May 27, 2014 at 7:00 PM at the City Hall, for the purpose of considering an Industrial Development Facilities Exemption pursuant to Public Act 198 of 1975 for Creative Foam Corporation located at 55210 Rudy Road, Dowagiac, MI 49047. Any comments on the hearing can be mailed or presented to the board by May 23, 2014 if you are unable to attend the meeting.

## Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

Signature of Clerk

Date Received

1a. Company Name (Applicant must be the occupant/operator of the facility) CREATIVE FOAM

1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 55210 RUDY ROAD,  
DOWAGIAC, MI 49047

1d. City/Township/Village (indicate which) DOWAGIAC

1e. County CASS

2. Type of Approval Requested

New (Sec. 2(4

3a. School District where facility is located 3b. School Code DOWAGIAC

4. Amount of years requested for exemption (1-12 Years) 12 years

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Creative Foam is a manufacturer of foam components for the automotive industry, medical equipment, composite, aerospace, heavy equipment industries.

6a. Cost of land and building improvements (excluding cost of land)

6b. Cost of machinery, equipment, furniture and fixtures

\$771,926

6c. Total Project Costs

\* Attach list of improvements and associated costs.

\* Also attach a copy of building permit if project has already begun.

\* Attach itemized listing with month, day and year of beginning of installation, plus total

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

Real Property Improvements

Personal Property Improvements

09-15-12 to January 31, 2013

Personal Property is Owned

9. No. of existing jobs at this facility that will be retained as a result of this project. 160

10. No. of new jobs at this facility expected to create within 2 years of completion, 10 new jobs

12a. Check the type of District the facility is located in:

12b. Date district was established by local government unit (contact local unit) 12c. Is this application for a speculative building (Sec. 3(8))? NO

☐ Date received by Local Unit

To be completed by Clerk of Local Government Unit

### APPLICANT INFORMATION

All must be completed.

☐ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of

Commitment to receive this exemption. Yes No

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)

b. TV of Personal Property (excluding inventory)

c. Total TV

Industrial Development District Plant Rehabilitation District

Yes

☐ Application Number ☐ Date Received by STC

### APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted. It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Cynthia LaGrow 13b. Telephone Number 269-757-4433 13c. Fax Number 269-468-4998

13d. E-mail Address lagrowdc@sbcglobal.net

14a. Name of Contact Person Dave Synski 14b. Telephone Number 269-782-3483 14c. Fax Number 269-782-3485

14d. E-mail Address DJSZYNSKI@creativefoam.com

☐ 15a. Name of Company Officer (No Authorized Agents)

15b. Signature of Company Officer (No Authorized Agents) 15d. Date

☐ 15e. Mailing Address (Street, City, State, ZIP Code) 15f. Telephone Number 15g. E-mail Address

### LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission.

Check items on file

at the Local Unit and those included with the submittal.

☐ 16. Action taken by local government unit 16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

**Check or Indicate N/A if Not Applicable**

1. Original Application plus attachments, and one complete copy
2. Resolution establishing district
3. Resolution approving/denying application.
4. Letter of Agreement (Signed by local unit and applicant)
5. Affidavit of Fees (Signed by local unit and applicant)
6. Building Permit for real improvements if project has already begun
7. Equipment List with dates of beginning of installation
8. Form 3222 (if applicable)
9. Speculative building resolution and affidavits (if applicable)

Abatement Approved for \_\_\_\_\_ Yrs Real (1-12), \_\_\_\_\_ Yrs Pers (1-12)

Denied (Include Resolution Denying)

After Completion Yes No

16a. Documents Required to be on file with the Local Unit

**Check or Indicate N/A if Not Applicable**

1. Notice to the public prior to hearing establishing a district.
2. Notice to taxing authorities of opportunity for a hearing.
3. List of taxing authorities notified for district and application action.
4. Lease Agreement showing applicants tax liability.

17. Name of Local Government Body ☐ 18. Date of Resolution Approving/Denying this Application

**Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.**

19a. Signature of Clerk 19b. Name of Clerk 19c. E-mail Address

19d. Clerk's Mailing Address (Street, City, State, ZIP Code)

19e. Telephone Number 19f. Fax Number

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year. Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission**  
**Michigan Department of Treasury**  
**P.O. Box 30471**  
**Lansing, MI 48909-7971**

LUCI Code  Begin Date Real  End Date Real  End Date Personal

Creative Foam Corporation  
Molded Products Division - Dowagiac Plant

Purchased or Converted Equipment/Rigging/Electric  
Estimated Costs added in FY 2014

IN USE EQUIPMENT FY 2014

Asset Number	Description	Cost
	2 Inline Lyle Former 3036	\$40,000
	Power Run Inline 13	\$15,483
	250 Ton Woodstock	\$37,000
	Rigging for above	\$15,685
	150 Ton Danly press	\$230,560
	Upgrade Big Dawg hyd system hoses	\$11,000
	50 Ton C frame hydraulic press	\$15,000
	Air Make up unit	\$94,135
	Brown Inline 8,12 cut station hydraulic cut upgrade	\$45,135
	Restroom upgrade and Break room upgrade	\$25,018
	Tear down shipping wall finish goods expansion	\$12,100
	Pinning assembly machines (3 x 22K) Symonds Machine	\$66,000
	Purchase 12,000lb fork truck for new heavy tools	\$25,000
	Purchase extra 4,000 lb fork truck	\$13,500
	Gantry crain for opening heavy tools	\$13,274
	Fusion 7 new line	<u>\$113,036</u>
	<b>Total</b>	<b>\$771,926</b>

RE: Agreement with City of Dowagiac

Dear Mr. Snow,

Creative Foam (the Company) has submitted an application to you for the granting of an Industrial Facilities Exemption Certificate (IFEC) pursuant to Michigan Public Act 198, of 1974, as amended.

To encourage the granting of the IFEC and in recognition of the investment Creative Foam will be making toward the economic growth of the Company, and thus the economic growth of the municipality, I hereby agree on behalf of the Company to do the following:

1. No later than the 31<sup>st</sup> day of January immediately following the second, sixth, and final year after the December 31<sup>st</sup> effective date of the IFEC, the Company shall submit a letter to the municipality stating:
  - a. The number of new jobs stated as expected in the IFEC application within that two-year period and the actual number of new jobs created.
  - b. If IFEC was granted on the basis of job retention, the number of employees at the time of the application and the current number of employees.
  - c. If projection for creation or retention of jobs is not reached or maintained as given in the application, give an explanation.
  - d. Brief statement of status of the Company: Describe growth, if any, since IFEC issuance and, if no growth, provide an explanation.

**Second Year Only:**

- e. The estimated project cost given in the application and the actual project cost.
- f. If actual project cost differs more than 10% from estimated cost stated in application, give an explanation. The Company understands that if employment has not been retained or reached as expected in the application, or the construction and/or expansion of the facility has not been completed, or expenditures made as described in the application, the governing body of the municipality in which the Company is located may review the status of the Company's IFEC as outlined in the final paragraph of this Letter of Agreement.

2. The Company also understands that should unavoidable economic conditions require relocation of its facility, the company shall immediately notify the municipality.

By signatures of the representatives of both the Company and the municipality below, it is understood by all parties that both the Company's investment in the project and the municipality's investment through the granting of an IFEC is to encourage the economic growth of all. It is also acknowledged that certain economic conditions can, from time to time, prohibit the maintenance of the Company's targeted growth and in order to remain productive and competitive, cause changes within the Company. If such conditions exist at the time of the required reports, the governing body of the local municipality will carefully evaluate the Company's situation through discussions with the Company. Should the governing body deem further consideration of the IFEC necessary, the governing body shall provide the Company no less than 60 days notification of this further consideration in order to provide opportunity for appropriate Company response.

**WITNESS**

**Creative Foam**

\_\_\_\_\_  
**By** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Date** \_\_\_\_\_

**WITNESS**

**ACKNOWLEDGED BY**  
**City of Dowagiac**

\_\_\_\_\_  
**By** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Date** \_\_\_\_\_

INDUSTRIAL FACILITIES EXEMPTION APPLICATION  
AFFIDAVIT OF PROJECT DATES

I do swear and affirm by my signature below that the real and/or personal property project begin dates associated with the application for Industrial Facilities Tax Exemption under P.A. 198 of 1974, in the amount of \$ 771,926 New Equipment, Fixtures, filed with the City of Dowagiac, for a facility located in the City, are as follows:

Personal Property Project Begin  
Date: May 1, 2014 \_\_\_\_\_

Applicant Name:  
Creative Foam \_\_\_\_\_  
Signature \_\_\_\_\_  
Printed Name Matthew Schmit \_\_\_\_\_  
Title Vice President of Automotive \_\_\_\_\_  
Date \_\_\_\_\_

INDUSTRIAL FACILITIES EXEMPTION APPLICATION

AFFIDAVIT OF FEES

We do swear and affirm by our signatures below that “no payment of any kind in excess of the fee allowed, by PA Act 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application.”

City/Twp/Village CITY OF DOWAGIAC \_\_\_\_\_

Signed \_\_\_\_\_

Print Name \_James Snow\_\_\_\_\_

Title \_\_\_\_\_ City Clerk\_\_\_\_\_

Dated \_\_\_\_\_

Applicant: Creative Foam \_\_\_\_\_

Signed \_\_\_\_\_

Print Name \_\_Matthew Schmit\_\_\_\_\_

Title \_\_\_\_\_ Vice President of Automotive\_\_\_\_\_

Dated \_\_\_\_\_

***CITY OF DOWAGIAC***

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***MEMO TO:*** Mayor Lyons and City Council Members

***FROM:*** Kevin P. Anderson, City Manager

***DATE:*** April 25, 2014

***SUBJECT:*** City Council Meeting Time Rescheduling

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A resolution is on Monday's agenda to authorize changing the meeting time for the May 12<sup>th</sup> City Council meeting from 7:00 p.m. to 6:00 p.m. due to the Dogwood Fine Arts Festival event schedule.

**RECOMMENDATION**

Approve the resolution as presented.

Support Documents:

Cover Memo-City Mgr.  
Resolution

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

**WHEREAS**, in the month of May there are local festivals that fall on regularly scheduled meeting days; and

**WHEREAS**, the regularly scheduled City Council meeting for May 12, 2014 falls during Dogwood Fine Arts Festival week of May 9-18; and

**WHEREAS**, in an effort to eliminate a conflict for the public and elected officials who desire to attend the Dogwood Festival event on May 12<sup>th</sup>, the Mayor and Council desire to reschedule the May 12<sup>th</sup> meeting time from 7:00 p.m. to 6:00 p.m.; and

**WHEREAS**, the rescheduling of this Council meeting will not have an adverse effect on the conduct of City business.

**NOW, THEREFORE, BE IT RESOLVED** that the Dowagiac City Council hereby reschedules the Monday, May 12, 2014 City Council meeting from 7:00 p.m. to 6:00 p.m.

ADOPTED/REJECTED

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

**WHEREAS**, the following information has been reviewed by the City Manager and City  
Treasurer and is being presented to City Council with a recommendation to  
approve invoices and payroll #15 for the period ending 4/24/14:

Invoices: 88,562.58  
Payroll: 192,390.50  
Total: \$280,953.08

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

<u>Invoices</u>	<u>Payroll</u>	<u>Total</u>
\$88,562.58	\$192,390.50	\$280,953.08

ADOPTED on a roll call vote.

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk

Vendor	Invoice #	Description	Amount
ABSOPURE WATER COMPANY	54527265	H&C COOLER RENTAL	8.00
ABSOPURE WATER COMPANY	83136369	BOTTLED WATER/DEPOSIT	34.50
ABSOPURE WATER COMPANY	83136385	BOTTLED WATER-26461 NUBOUR	72.00
ABSOPURE WATER COMPANY	83136377	BOTTLED WATER/DEPOSIT-25830 NUBOUR	28.75
ABSOPURE WATER COMPANY	54529972	C&C COOLER RENTAL-25830 NUBOUR	6.00
ACCOUNTING CONSULTANTS, PC	4/15/14	CONSULTING SVC THROUGH 4/15/14	2,790.00
AIRGAS GREAT LAKES	9917699001	WELDING SUPPLIES	42.26
ALEXANDER CHEMICAL A CARUS COMPANY	SCL10004385	DRUM CREDIT	(455.00)
ALEXANDER CHEMICAL A CARUS COMPANY	SCL10003292	DRUM CREDIT	(415.00)
ALEXANDER CHEMICAL A CARUS COMPANY	SCL10003842	DRUM CREDIT	(405.00)
ALEXANDER CHEMICAL A CARUS COMPANY	SLS10017159	WWTP SODIUM BISULFITE	1,360.00
AMERICAN ELECTRIC POWER	04461935407	M-62 W LIFT STATION	35.22
AMERICAN ELECTRIC POWER	04950133613	CCWS-VANDALIA TOWER	128.94
AMERICAN ELECTRIC POWER	04005021003	VINEYARD PL LIFT STATION	39.95
AMERICAN PUBLIC POWER ASSOCIATION	249237	2014 MEMBERSHIP DUES	3,690.73
ARKOS DESIGN, INC	1326-01-02	MARKETING IMAGES FOR ADDITION	1,870.29
AUTOZONE	2141202896	FOG LIGHT KIT	18.59
AUTOZONE	2141179989	#PD53 BATTERY CORE RETURN	(15.00)
AUTOZONE	2141204158	MINI D BATTERY	28.19
AUTOZONE	2141204196	RETURN MINI D BATTERY	(28.19)
AUTOZONE	2141185980	#155 50/10/2 AMP ENGINE START	56.39
AUTOZONE	2141186056	#155 RETURN 50/10/2 AMP ENGINE START	(56.39)
AUTOZONE	2141186057	#155 15/10/2 AMP SPEED CHARGE	65.79
AUTOZONE	2141186077	#155 RETURN 15/10/2 AMP SPEED CHARGE	(65.79)
BLUEGLOBES, LLC	C91-18304	AIRPORT RUNWAY LIGHTING SUPPLIES	1,300.86
BOLINGER, CECIL	410202	STONE-MUSEUM	140.00
CAMP, KELLY	04/14/2014	UB refund for account: 07-3550-6	101.83
CAPITAL TIRE, INC	10039657	#PD040 TIRES	649.24
CASS COUNTY COUNCIL ON AGING	4/23/14	CATERED VOLUNTEER APPRECIATION LUNCH	656.40
CASSOPOLIS AREA UTILITIES AUTHORITY	4/15/14	CASS WATER SYSTEM	6,824.64
CINTAS LOCATION #336	5001232910	FIRST AID KIT-WWTP	129.33
CINTAS LOCATION #336	5001232911	FIRST AID KIT-DPS GARAGE	122.31
CINTAS LOCATION #336	5001232912	FIRST AID KIT-CH	101.14
CLINE, JEAN	4/16/14	MARCH BOARD OF REVIEW	25.00
CREATIVE VINYL SIGNS	26102	QR CODE DECALS	94.25
CUDNEY, KATHLEEN	04/14/2014	UB refund for account: 15-2805-12	173.65
DORNBOS SIGN & SAFETY, INC	INV15113	STOP SIGNS	150.90
DOWAGIAC UNION SCHOOLS	201314-45	FUEL EXPENSES-MARCH 2014	9,449.58
DUST BUSTERS	5/14	CLEANING SERVICES 5/14	1,725.00
EATON RAPIDS POLICE DEPT	4/14/14	EVIDENCE TECH TRAINING-BEHNKE	100.00
ENVIRONMENTAL RESOURCE ASSOCIATES	717782	REQUIRED TESTING-WATER COLIFORM	292.22
FIA CARD SERVICES	0252	LUNCH MTG	18.69
FIA CARD SERVICES	0252	TRAINING	85.00
FIA CARD SERVICES	0252	MML CONF	130.49
FIA CARD SERVICES	0252	MML CONF	130.49
FIA CARD SERVICES	0252	MML CONF	130.49
FIA CARD SERVICES	0252	MML CONF	137.81
FIA CARD SERVICES	0252	MML CONF	148.72
FIA CARD SERVICES	0252	MML CONF	391.57
FIA CARD SERVICES	0252	LUNCH MTG	15.60
FIA CARD SERVICES	0252	SCULPTURES WEB PAGE	13.00
FIA CARD SERVICES	0252	LUNCH MTG	26.84
FIA CARD SERVICES	0252	HOTEL CONF	79.50
FIA CARD SERVICES	0252	FIRE DEPT PRINTER	490.38
FIA CARD SERVICES	0252	EBAY LISTING FEE	127.00

Vendor	Invoice #	Description	Amount
FIA CARD SERVICES	0252	LS REPORTS	24.99
FIA CARD SERVICES	0252	PUMP REPAIR PARTS	277.00
FIA CARD SERVICES	0252	TOOL REPAIR	210.01
FIA CARD SERVICES	0252	CURRENT CLAMP	121.25
FIA CARD SERVICES	0252	ALARM FAX SVC	24.99
FIA CARD SERVICES	0252	DISPLAY RACK	185.46
FIA CARD SERVICES	0252	BRUSH GUARD	66.77
FIA CARD SERVICES	0252	PLAQUE	60.25
FORREST FIN, LLC	12	GRANT ELIGIBLE EXPENDITURES	6,687.50
FRENCH, KRYSTIN	04/14/2014	UB refund for account: 05-0140-9	120.20
GLAMOUR PLUS	04/14/2014	UB refund for account: 15-2795-7	79.45
GLOBAL TELEMATIC SOLUTIONS, LLC	3635	VEHICLE TRACKING SERVICE	220.00
GRAINGER, INC	9415774679	GLOVES/SAFETY GLASSES	595.48
GRAMES TIRE & BATTERY, INC	2948	#10 TIRE CHANGE OUT	32.00
GRAMES TIRE & BATTERY, INC	2960	#PD040 MOUNT/BALANCE TIRES	88.00
GREATER DOWAGIACCHAMBER OF COMMERCE	4/22/14	BROCHURE AD	170.00
GUAJARDO, CHARLOTTE	04/14/2014	UB refund for account: 06-2739-3	15.90
HALE'S HARDWARE, INC	D41035	PLIERS/ROPE/NYL CORD/BATTERIES	78.53
HALE'S HARDWARE, INC	C61962	ZIPLOCKS/DETERGENT/NIPPLES	30.17
HALE'S HARDWARE, INC	C62745	WWTP HOSE REPAIRS/EQUIP MTCE	58.92
HALE'S HARDWARE, INC	B48952	SHIPPING CHARGES/KEY RING/TIMER	31.96
HALE'S HARDWARE, INC	C61889	CABLE TIES	10.76
HALE'S HARDWARE, INC	C62935	FASTENERS	15.24
HALE'S HARDWARE, INC	C63558	PADLOCK KEYS	9.25
HALE'S HARDWARE, INC	D41378	SNAP/LINK	11.21
HALE'S HARDWARE, INC	D41046	FLUORESCENT BULBS	67.84
HALE'S HARDWARE, INC	D41007	SHIPPING CHARGES	16.43
HALE'S HARDWARE, INC	A9511	PAINT SUPPLIES	93.36
HALE'S HARDWARE, INC	A9516	SHIPPING CHARGES	11.80
HALL, DONALD	4/16/14	MARCH BOARD OF REVIEW	25.00
HAMLET, ASHLEY E	04/16/2014	UB refund for account: 10-2580-5	720.36
HANSON BEVERAGE SERVICE	874350	DISTILLED WATER	31.00
HARTLINE, BOBBIE JO	4/1/14	CONSULTATION WORK-MARCH 2014	1,755.00
HERON, JOSEPH	04/14/2014	UB refund for account: 14-1762-3	149.89
HOLIDAY INN EXPRESS HOTEL & SUITES	4/14/14	HOTEL CONFIRMATION #61291887-BEHNKE	172.00
IDEXX DISTRIBUTION CORP	277085278	WATER DIST SYS TESTING/SUPPLIES	135.58
JUDD LUMBER COMPANY, INC	1404-602051	SHOVEL/GARDEN RAKE	69.96
JUDD LUMBER COMPANY, INC	1404-602201	SHOVEL HANDLE/SPRAY PAINT	54.13
JUDD LUMBER COMPANY, INC	1404-602440	CHISEL	13.49
JUDD LUMBER COMPANY, INC	1404-602341	HOLE SW ARBOR	12.49
JUDD LUMBER COMPANY, INC	1404-602346	RETURN HOLE SW ARBOR	(12.49)
JUDD LUMBER COMPANY, INC	1404-602936	KEYS	11.94
KRUEGER, DAVID G	04/14/2014	UB refund for account: 16-5016-3	2.89
LAGROW, CINDY	5/14	ECONOMIC DEVELOPMENT SERVICES 5/14	2,060.00
LAKE MICHIGAN MAILERS, INC	300529	POSTAGE	5,000.00
LAWSON PRODUCTS, INC	9302369465	NUT/BOLT OPENER/HEAD LAMP/BATTERIES	46.65
LAWSON PRODUCTS, INC	9302350222	BRASS FTG/HEX NUT/FLAT WASHERS/NYLON	71.64
LAWSON PRODUCTS, INC	9302361741	SAFETY SUPPLIES/BATTERIES/REPAIR PARTS	553.43
MARTINS PAWMART	8777	K-9 FOOD	42.69
MICHIGAN MUNICIPAL LEAGUE	5/20/14	COMPETENT PERSON TRAINING REGISTRATIONS	180.00
MICHIGAN MUNICIPAL LEAGUE	5/21/14	CONFINED SPACE ENTRY TRAINING	180.00
MIDWEST ENERGY	3503301	CCWS-WATER TOWER	1,361.67
MILLER, CANFIELD, PADDOCK AND STONE	1242114	EMPLOYMENT MATTERS	495.00
MURPHY, PATRICK	04/14/2014	UB refund for account: 02-2066-4	10.53
MYERS, RICHARD	04/14/2014	UB refund for account: 13-0356-9	107.61

Vendor	Invoice #	Description	Amount
NRPC-AMTRAK	031873	RENT-AERIAL OCCUPANCY	1,534.66
O'BOYLE COWELL BLALOCK AND ASSOC	51010.03-16	RUSSOM PARK	314.98
OIL CAN ALLEY	31868	#14 OIL CHANGE	37.95
PETTY CASH	4/22/14	OPERATING SUPPLIES	47.79
PETTY CASH	4/23/14	OPERATING SUPPLIES	100.49
POWER LINE SUPPLY, INC	5815189	PADMOUNT SECTIONALIZING CABINET	937.40
POWER LINE SUPPLY, INC	5815661	GROUND SLEEVES	620.96
POWER LINE SUPPLY, INC	5815754	15A FUSELINKS	62.60
POWER LINE SUPPLY, INC	5815755	BOLTS/WASHERS	231.00
POWER LINE SUPPLY, INC	5816544	WIRE	7,490.26
POWERNET GLOBAL COMMUNICATIONS	31625387	LONG DISTANCE SERVICE 3/12/14-4/12/14	140.89
PRECISION DATA PRODUCTS	I00000406219	PRINTER SUPPLIES	398.80
PRECISION DATA PRODUCTS	I0000406350	SPEAKERS/USB CABLE	118.50
PVS TECHNOLOGIES, INC	184993	WWTP FERROUS CHLORIDE	1,646.21
REAL PRO SOLUTIONS, LLC	1392A	BLIGHT CLEANUP-505 CHESTNUT/WHITNEY	280.00
REAL PRO SOLUTIONS, LLC	PC1640	BLIGHT CLEANUP-305 PENNSYLVANIA	100.00
ROOT SPRING SCRAPER COMPANY, INC	74954	SCRAPER BLADES	1,275.40
SCHERER, JOE DBA LONELY PI	5/14	5/14 INT PMT ACCT 7508450033	6,174.53
SEMCO ENERGY GAS COMPANY	0149138.502	GAS SERVICE 3/5/14-4/3/14	232.78
SEMCO ENERGY GAS COMPANY	0149089.500	GAS SERVICE 3/5/14-4/3/14	263.80
SEMCO ENERGY GAS COMPANY	0149077.500	GAS SERVICE 3/5/14-4/3/14	648.95
SEMCO ENERGY GAS COMPANY	0147944.500	GAS SERVICE 3/4/14-4/2/14	103.68
SEMCO ENERGY GAS COMPANY	0148809.501	GAS SERVICE 3/5/14-4/3/14	537.87
SEMCO ENERGY GAS COMPANY	0146763.501	GAS SERVICE 3/4/14-4/2/14	1,075.74
SEMCO ENERGY GAS COMPANY	0148902.500	GAS SERVICE 3/5/14-4/3/14	381.35
SEMCO ENERGY GAS COMPANY	0149080.500	GAS SERVICE 3/5/14-4/3/14	633.80
SNAP-ON TOOLS	0414141266	ADAPTOR/BIT KIT	139.95
SOUTH BEND UNIFORM	11099	UNIFORM-KUSA	121.90
SOUTH BEND UNIFORM	8881	UNIFORM-ROMAN	176.85
SOUTH BEND UNIFORM	11112	UNIFORMS-CHIEF/DEPUTY CHIEF	240.80
STYX FOREVER ART	4/22/14	VOLUNTEER APPRECIATION GIFTS	100.00
THE RIDGE COMPANY	558831	#104 OIL FILTER	9.12
THE RIDGE COMPANY	559350	#2-60 OIL/FUEL FILTERS	18.90
THE RIDGE COMPANY	559531	#4 OIL/FUEL FILTERS	19.11
THE RIDGE COMPANY	559588	#12 AIR/FUEL/OIL FILTERS	63.09
THE RIDGE COMPANY	559729	#155 GASKET MATERIAL/ULTRA COPPER	16.93
THE RIDGE COMPANY	559822	#155 DISCONNECT SWITCH	47.48
THE RIDGE COMPANY	559891	#5 FUEL/OIL/COOLANT FILTERS	41.54
THE RIDGE COMPANY	559922	#5 FUEL FILTER	20.52
THE RIDGE COMPANY	559935	#5 ANTENNA	7.99
THE RIDGE COMPANY	558881	OIL	11.97
TRI-COUNTY TITLE AGENCY	04/22/2014	UB refund for account: 09-1569-5	130.74
UNIQUE CUTTING & METAL WORKS	1047	ELECTRICAL BOX COVERS	187.50
VANDERVRIES, EDWARD	5/14	ASSESSING SERVICES 5/14	1,775.00
VINEYARD PRESS	3/31/14	FARM MARKET ADVERTISING	75.00
VOSS LIGHTING	20128088-01	LIGHT BALLASTS	528.40
WEST MI ASSOC OF CHIEFS OF POLICE	4/17/14	ANNUAL MEMBERSHIP-GRINNEWALD	25.00
WEST SHORE FIRE REPAIR, INC	7492	FIT TEST/BEZEL	641.30
WHITE, JORDAN	04/14/2014	UB refund for account: 14-2826-24	79.12
WILLIAMS-A-1 EXPERT TREE SERVICE	6405	TREE REMOVAL-122 CLYBORN	500.00
WINTER EQUIPMENT COMPANY, INC	IV22567	SNOW BLADE GUARDS	1,965.14
WOLVERINE ELECTRICAL CONTG INC	21042	TRAFFIC SIGNAL MTCE-LOWE/PR RONDE	660.00
ZABLOCKI, THOMAS	4/23/14	REIMBURSEMENT-WATER SAMPLE FEE/MAILING	106.50
Total:			88,562.58

**CITY OF DOWAGIAC**

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**TO: Mayor Lyons and City Council Members**

**FROM: Kevin P. Anderson, City Manager**

**DATE: April 25, 2014**

**RE: Ordinance Amendment - Second Reading**

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On April 14<sup>th</sup>, City Council reviewed this ordinance and made a motion that would allow the ordinance to be considered for adoption on April 28<sup>th</sup>. For your convenience, I have copied the staff report from the prior meeting below.

*An ordinance is on Monday's agenda for first reading to amend Section 22.5 (C)(6), Map of Chapter 22, Changes and Amendments, of the Dowagiac City Code. The purpose of this amendment is for the rezoning of 407 E. Division Street.*

*As indicated in Steve Allen's cover memo to the Planning Commission, Mr. Matt Wilkins submitted a request for property rezoning at the above-noted property from the Medium Density Residential District to the Multi Family District.*

*The Planning Commission held a public hearing last week to solicit public comment on the request and formally adopted a resolution recommending approval of the request with no conditions.*

*Second reading of the ordinance amendment can be on the April 24<sup>th</sup> City Council agenda.*

**RECOMMENDATION**

Approve the second reading of the proposed ordinance amendment.

Support Documents:

Cover Memo-City Mgr.  
Ordinance

**ORDINANCE NO. \_\_\_\_\_, 2014**

**ORDINANCE-----**

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

THE CITY OF DOWAGIAC ORDAINS:

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

“Designate as “Multi Family District” certain properties in the State of Michigan, County of Cass, City of Dowagiac, more specifically described in Appendix “A”, attached hereto and incorporated herein by reference.

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

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

\_\_\_\_\_  
Donald D. Lyons, Mayor

\_\_\_\_\_  
James E. Snow, City Clerk