

REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday June 9, 2014, 7:00 p.m.

AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -Mayor Donald D. Lyons
- ROLL CALL -Mayor Donald D. Lyons
-Mayor Pro-Tem Leon Laylin
-Councilmember Charles Burling
-Councilmember James Dodd
-Councilmember Randall Gross, Sr.
-Councilmember Lori Hunt
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – May 27, 2014
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- RESOLUTIONS –
1. Resolution to authorize and agreement with Fleiss and Vanderbrink to design necessary improvements to the Wastewater Treatment Plant.
 2. Resolution to authorize the purchase of Itron's remote meter reader services pursuant to agreement with CAUA.
 3. Resolution to authorize the purchase of a new DART bus using grant funds.
 4. Resolution to authorize the finalization of Revolving Loan Agreement and repayment schedule with Forrest Finn LLC for improvements at 115/117 Front St.
 5. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

BILLS
\$289,816.10

PAYROLL (#)
\$194,077.15

TOTAL
\$483,823.25

COMMENTS FROM CITY OFFICIALS –

RESOLUTIONS, Continued (CLOSED SESSION) -

6. Resolution to adjourn to a closed session to meet with the City Manager to discuss negotiations related to the purchase of real property. (Roll Call)

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

DOWAGIAC CITY COUNCIL MEETING

Tuesday, May 27, 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, and Randall G. Gross, Sr.

ABSENT: Lori A. Hunt.

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

Councilmember Laylin moved and Councilmember Dodd seconded that the minutes of the May 12, 2014 meeting be approved.

Approved unanimously.

PUBLIC HEARING

1. Public Hearing to consider an application for an Industrial Facilities Tax (IFT) Exemption Certificate for Creative Foam Corporation.

Mayor Lyons opened the public hearing at 7:07 pm.

Audience speaking: None

Mayor closed the public hearing at 7:07 pm.

2. Public Hearing to receive comment on the proposed Fiscal Year 2014-15 City Budget.

Mayor Lyons opened the public hearing at 7:09 pm.

Audience speaking: None

Mayor closed the public hearing at 7:09 pm.

RESOLUTIONS

1. Resolution to approve the Industrial Facilities Tax (IFT) application for Creative Foam Corporation.

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

DOWAGIAC CITY COUNCIL MEETING

Tuesday, May 27, 2014

Page Two

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on May 27, 2014, by the Dowagiac City Council, a resolution established an Industrial Development District, as requested by Creative Form; and

WHEREAS, Creative Foam has filed an application for an Industrial Facilities Exemption Certificate with respect to personal property improvements; and

WHEREAS, before acting on said application, the Dowagiac City Council held a hearing on Tuesday, May 27, 2014 at the City Hall, 241 S. Front Street, Dowagiac at 7:00 PM. at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, installation of new machinery and equipment had not begun earlier than six (6) months before the date of the acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the installation of equipment will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Dowagiac; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Dowagiac, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED BY the Dowagiac City Council that:

1. The City of Dowagiac finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Dowagiac, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Dowagiac.
2. The application of Creative Foam for an Industrial Facilities Exemption Certificate with respect to new machinery and equipment on the following described parcel of real property situated within the Industrial Development District is hereby approved.
3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force and effect for a period of 12 years after completion.

ADOPTED unanimously.

DOWAGIAC CITY COUNCIL MEETING

Tuesday, May 27, 2014

Page Three

2. Resolution to authorize the purchase of property located at 307 Pennsylvania Avenue.

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

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

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

WHEREAS, the City owns the adjacent property currently under development for a professional office/retail building on Front and Main Street that is being developed in conjunction with the health department; and

WHEREAS, the City Manager has negotiated the purchase price of \$70,000 with the Snow Family Trust; and

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize the City Manager to execute all documents necessary to complete the purchase of property of 307 Pennsylvania Avenue.

ADOPTED unanimously.

3. Resolution to authorize the acquisition of 101 Cass Avenue via the tax reversion process.

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

WHEREAS, the City Manager recommends that certain real property being offered for Tax Reverted Property Sale located at 101 Cassopolis Avenue in the City of Dowagiac, which is depicted on Exhibit "A" attached hereto, is suitable for public purposes to be utilized as a green space; and

WHEREAS, the City Council has reviewed the purchase price of the subject property valued at \$17,613.57; and

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council authorizes the purchase of the property described herein for the public purposes of a green space.

BE IT FURTHER RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize its City Manager to make application to the

DOWAGIAC CITY COUNCIL MEETING

Tuesday, May 27, 2014

Page Four

Cassopolis County Treasurer, for the conveyance of tax-reverted lands as described on "Exhibit A" attached hereto, for the amount indicated.

BE IT FURTHER RESOLVED that the City Manager is authorized to represent the City of Dowagiac at the closing for the purchase of said real property and shall execute the documents necessary to effectuate the transfer of the property to the City of Dowagiac.

4. Resolution to approve the Fiscal Year 2014-15 City Budget.

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

WHEREAS, the City Council of the City of Dowagiac has received a proposed budget from the City Administration for the fiscal year beginning October 1, 2014 and ending September 30, 2015; and

WHEREAS, in accordance with Public Act 42 of 1995 and Section 8.4 of the City Charter, the City of Dowagiac on May 27, 2014 held a public budget hearing concerning all City funds. During said hearing the property tax millage rates and proposed uses of the same were presented; and

WHEREAS, the City of Dowagiac is required to adopt a General Appropriations Act for the following funds in conformance with the Michigan Uniform Accounting and Budgeting Act (No. 621) of 1978:

- General
- Major Streets
- Local Streets
- Parks
- Sidewalk Replacement Program
- Solid Waste
- Industrial/Economic Development
- LDFA Project
- DDA TIF Project
- Streetscape Maintenance
- Rehabilitation Loan Payments
- MSHDA Rental Rehab
- Municipal Facilities/Improvements
- City Drug Forfeiture
- Depot
- M-51 South Commercial Development
- Capital Projects Fund
- Electric Utility

DOWAGIAC CITY COUNCIL MEETING

Tuesday, May 27, 2014

Page Five

- Dial-A Ride Transportation (DART)
- Sewer Utility
- Water Utility
- Motor Pool/Equipment
- Computer Replacement
- Health/Drug Self Insurance
- Self Insurance - Liability
- Cemetery Trust
- Retiree Health Insurance
- Fire Insurance Escrow

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt the aforementioned budgets, which are contained in the budget document submitted to the City Council and placed on file with the City Clerk, for the year beginning October 1, 2014 and ending September 30, 2015.

BE IT FURTHER RESOLVED that there is hereby levied an Ad Valorem Property Tax as indicated below, based upon the Taxable Valuation of the City in conformance with the General Property Tax Act:

14.1521 Mills - General Fund Operations	
.5500 Mills - Dial-A-Ride (DART) Fund Operations	
<u>1.9750 Mills - Solid Waste Fund Operations</u>	
16.6771	TOTAL MILLAGE

BE IT FURTHER RESOLVED that the City Manager is hereby given the authority to make transfers between departments or funds of amounts up to \$15,000 without prior approval of the City Council to maintain a balanced budget in conformance with the Michigan Uniform Accounting and Budgeting Act.

BE IT FURTHER RESOLVED that the City Treasurer's office is authorized to assess a 1% property tax administration fee to offset the costs incurred by the City for assessing property values and for the collecting and accounting of property taxes.

BE IT FURTHER RESOLVED that a late penalty fee of 4% of the City tax levy shall be added to those delinquent City taxes, which remain unpaid as of September 16, 2014.

BE IT FURTHER RESOLVED that all delinquent property taxes collected on or after September 16, 2014 shall have an additional 1% added per each month thereafter to the outstanding balance due.

ADOPTED on a roll call vote.

DOWAGIAC CITY COUNCIL MEETING

Tuesday, May 27, 2014

Page Six

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

Nays: None (0)

Absent: One (1) Hunt

Abstain: None (0)

5. Resolution to authorize budget amendments for Fiscal year 2013-14 through the period May 30, 2014.

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

WHEREAS, the City administration has reviewed the attached budgets for the 2013-14 fiscal year and the actual revenues and expenditures through May 30, 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.

6. 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 Burling.

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 #17 for the period ending 5/22/14:

Invoices:	102,435.55
Payroll:	<u>117,502.56</u>
Total:	\$219,938.11

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

DOWAGIAC CITY COUNCIL MEETING

Tuesday, May 27, 2014
Page Seven

Invoices	Payroll	Total
\$102,435.55	\$117,502.56	\$219,938.11

ADOPTED on a Roll Call vote.

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

Nays: None (0)

Absent: One (1) Hunt

Abstain: None (0)

Upon motion by Councilmember Dodd and seconded by Councilmember Schuur, the Dowagiac City Council adjourned at 7:30 p.m.

Donald D. Lyons, Mayor

Kevin P. Anderson, City Manager

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: June 6, 2014

SUBJECT: Agreement with Fleis and Vandenbrink to design necessary improvements to the Wastewater Treatment Plant

This plant has served the City of Dowagiac and surrounding areas for several decades since its last major improvement. There are many pieces of equipment that are reaching the end of their useful life and a number of operating cost savings improvements that could be done. As part of the process of prioritizing improvement, the City of Dowagiac developed a master plan for improvements at the wastewater treatment plant with a grant that was received in 2012.

In 2013 the city applied for energy efficiency grants and a SAW grant to assist in the cost of designing, bidding and overseeing the construction of several major improvements with an anticipated cost of nearly \$2,000,000. We will be able to get energy efficiency grants of approximately \$400,000 and the SAW grant will pay for the engineering costs which are anticipated to be nearly \$200,000. Additionally, we are eligible to participate in a MDEQ revolving loan funded program that offers low interest rates for the balance of the project.

Between grants, operating cost savings and attractive interest rates it is anticipated that this project can be completed within the current sewer rate structure.

The next step is to authorize design of the first phase of improvements. Attached is an agreement with Fleis & Vanderbrink that would authorize a design budget of \$197,400. The project would initially be paid for with fund balance from the Sewer Fund. The Sewer Fund would be reimbursed by the SAW Grant in 2016.

RECOMMENDATION

Approve a resolution to authorize an agreement with Fleis and Vandenbrink to design necessary improvements to the Wastewater Treatment Plant

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Scope of Work

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

WHEREAS, the City of Dowagiac operates a wastewater treatment system which requires updates to equipment and systems to continue to operate efficiently, and;

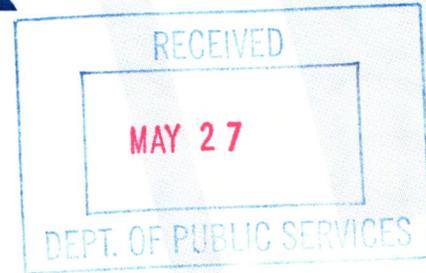
WHEREAS, the City has applied for and received preliminary approval for a Storm water, Asset management, and Wastewater (SAW) Grant and State Revolving Funding through the Michigan Department of Environmental Quality, and;

WHEREAS, the attached Professional Services Agreement with Fleis & Vandenbrink Engineering, Inc. for preliminary and final design will aid in utilizing the grant funding effectively.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the Professional Services Agreement with Fleis & Vandenbrink Engineering, Inc. for preliminary and final design.

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

ADOPTED/REJECTED



May 22, 2014

Mr. Kevin P. Anderson
City Manager
City of Dowagiac
241 S. Front Street
PO Box 430
Dowagiac, MI 49047

**RE: Proposal for Engineering Services
Design of Amended Project Plan Improvements**

Dear Mr. Anderson:

It was good to meet with you and your staff last month regarding the wastewater system project plan and SAW related work. The meeting allowed us all to share ideas, identify goals and discuss critical success factors for the City's needed WWTP upgrades. We have prepared this proposal to build on those discussions and define the next steps in effectively moving forward with the amended Project Plan improvements.

Working together we have amended the Project Plan to define a set of improvements that are of great value, optimized for the current needs of the City. The revised construction scope has been successfully negotiated with the MDEQ and is in the cue for potential funding through the State Revolving Fund (SRF) in 2015. By moving forward the S2 grant monies are preserved. In addition, a SAW grant application has been submitted to cover the design cost for the SRF project. Late last month we also worked with you to address the asset management condition in the NPDES permit for the WWTP. Our approach, showing progress, was accepted by the MDEQ before the May 1, 2014 deadline.

As we discussed during our meeting, we recommend proceeding with the preliminary design activity at this time. The construction cost forecasts prepared by Jones & Henry are out of date. It is important to develop a more accurate assessment of the cost of the proposed work as we move ahead to position the City for SRF subsidized funding in 2015. The preliminary design work will also provide an opportunity to make specific equipment selections and work through some of the details, gaining input from you and your staff. There are many decisions yet to be made and it is important to balance the need for reliable operations with the projected lifecycle cost of the proposed improvements.

Working closely with the City, we may find that adjustments in the project scope would be in its best interest. Validating the project scope early will allow us to gain support from both the District and the Revolving Loan Section of the MDEQ, further demonstrating the City's need for subsidized funding. The

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Grand Rapids, MI 49546
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design development documents (plans and specs) and associated construction cost forecasts would then better define the Green Project Reserve (GPR) components, allowing for more accurate financial planning around the subsidized loan and principal forgiveness.

The recommended work plan for this project is divided into two phases, Preliminary Design and Final (detailed) Design. The various tasks required in each phase are delineated in narrative format in the attached Scope of Work document. The proposed level of effort has been developed to ensure that the primary goal of maximizing the long-term value to the City is met. We will work with the City to maximize the GPR component of the project while selecting reliable equipment and sub-systems that provide energy savings, resulting in reduced operation and maintenance costs over the lifecycle of the proposed project. The proposed scope of work for the design also includes the anticipated level of effort required to promote early buy-in from the MDEQ on the details of the project developed with the City's input.

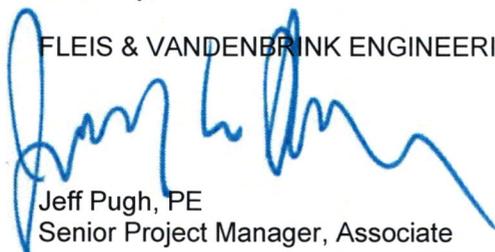
The design scope of work and budgets as presented in this proposal are included in the SAW grant application that the City has on file at the MDEQ. Based on the lottery results published earlier this year, we anticipate that the City will be awarded the SAW grant in 2016; it is even possible that a 2015 award could be made depending on the level funding appropriated next year. Regardless, the City can submit allowable costs incurred from January 2013 forward for reimbursement once the SAW grant is awarded.

Enclosed are two signed originals of the Professional Services Agreement (PSA) for the proposed design services. Please execute the PSAs and send one back to my attention.

If you require further clarification on any of the above please call me at 616-942-3616.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.



Jeff Pugh, PE
Senior Project Manager, Associate

Enclosures: Scope of Work for Amended Project Plan Improvements
Design Budget Estimate Breakdown
Professional Services Agreement

Cc: Jim Bradford, DPS Director



FLEIS & VANDENBRINK **ENGINEERING, INC.**

Offices in Michigan and Indiana
2960 Lucerne Drive S.E., Grand Rapids, MI 49546
Office (616) 977-1000 Fax (616) 977-1005

CITY OF DOWAGIAC, MICHIGAN

SCOPE OF WORK FOR AMENDED PROJECT PLAN IMPROVEMENTS (Aeration and Tertiary Filtration Systems)

We will provide design engineering services and project support to implement the amended action recommended in the 2012 Project Plan. Our recommended work plan for this project is divided into two phases. The first of which is preliminary design and the second, final design.

The various tasks required in each phase are delineated in narrative format. The provisions of these details, describing the effort required, is intended to provide assurance that the project will be thorough and will be monitored on a task/completion basis based upon sound engineering practices.

PHASE I - PRELIMINARY DESIGN

During the Preliminary Design phase, equipment options that meet the Project Plan objectives will be further developed. The cost forecast will be updated and a revised project schedule will be developed. Close contact will be maintained with the City throughout the preliminary design phase. Upon completion of the preliminary design phase, a final design memorandum will be submitted to the City for approval.

Task I-1 Design Team Mobilization. The design team will consist of a project manager supported by design specialists. Upon completion of the mobilization stage, a meeting will be held with the City to exchange ideas relating to the proposed plant improvements. A preliminary design memorandum will be developed and submitted to the City within ten days of the initial meeting. The memorandum may be updated and expanded as major design decisions are made by and between the City and F&V.

Task I-2 Verification of Existing Conditions. This task involves completion of a detailed equipment and piping survey. Equipment and piping size, location, and condition will be verified so that the design parameters may be delineated. Capacities of existing equipment will be evaluated where impact on the proposed plant modifications may result. Information obtained which may affect probable construction cost will be promptly brought to the City's attention.

Task I-3 Delineation of Design Parameters. The design parameters for the facility will be delineated based on the verification of existing conditions. The design parameters developed during this phase will form the basis of design and will serve as a

City of Dowagiac, Michigan
Scope of Work for Design of Amended Project Plan Improvements

benchmark for operational acceptance. The basis of design will be incorporated into the preliminary design memorandum.

Task I-4 Analysis of Equipment Alternatives. With the design parameters established, the aeration system and tertiary filtration system improvements will be evaluated in detail. Provision for added process flexibility will be evaluated with respect to cost. Budget pricing will be obtained from equipment manufacturers to complete the evaluation. The project manager and lead design engineer will work closely with the City to obtain input during the evaluation stage.

Task I-5 Development of Project Schedule. Upon completion of preliminary equipment selection, the construction schedule will be re-evaluated. The schedule will take into account the sequencing required to maintain adequate treatment during construction. The schedule will also consider the probable equipment delivery intervals and the expected seasonal effects on construction and plant performance.

Task I-6 Updated Design Memorandum. To complete Phase I, the preliminary design memorandum will be updated based on the information obtained during preliminary design. The basic equipment to be utilized, by manufacturer and model number, will be established. Also, preliminary layouts will be developed. A preliminary estimate of probable construction cost, along with an updated construction schedule projection, will be included in the updated design memorandum. A meeting with regulatory agencies will be held to obtain their feedback on the design concepts.

Task I-7 Technical Review Committee. A separate technical review team, comprised of a City representative, engineers, operators, and contractors, will review the updated design memorandum and basis of design. The purposes of this review are to provide oversight on process selection and to evaluate whether the Project Plan objectives are being met in the most cost effective way possible. Also, consideration will be given to operability and reliability to provide a facility that will result in long-term owner satisfaction, requiring minimal manpower and minimizing maintenance activities. The results of the review will be compiled and submitted to the design team. The activities of this team will be supported by the formal QA/QC team of F&V.

Task I-8 Response to Review. The design team will respond to the comments and either incorporate them or respond as to why they are not incorporated. If necessary, the design project manager will meet with the review team to discuss differences. The design memorandum will be finalized and submitted to the City for approval. The final design memorandum, approved by the City, will provide a basis for efficiently completing the final design tasks.

PHASE II - FINAL DESIGN

To initiate the final design phase of the project, a meeting will be scheduled with the City. The final design memorandum will be reviewed with respect to the evolution of the

City of Dowagiac, Michigan
Scope of Work for Design of Amended Project Plan Improvements

proposed design during the preliminary design phase. Design review meetings will be scheduled with the City at the 75% and 90% stages of completion.

Task II-1 Detailed Design. The detailed design will take place under the direction of the project manager utilizing a team of designers brought together for this project. Design calculations and sketches will be prepared and detailed design drawings will be developed. Additional field studies will be completed, if required. The detailed process design package will consist of a process and instrumentation diagram, basic process calculations, process mass balance, detailed equipment specifications and process electrical requirements.

Task II-2 Near Final Design Review. The Technical Review Committee will meet again to provide input on design details and to review plans and specifications for conformity with the final design report. The near final design review will take place at the 75% stage of completion. It has been our experience that the input gained from the committee at this time can result in significant construction cost savings, improved operability and is a good check of the execution of the project concepts. A review meeting will also be scheduled with the City at this stage.

Task II-3 Response to Review. The design team will analyze the comments from the review team and respond in writing to them. The review team will assess the response and determine if a meeting is required to discuss issues which were not adequately resolved in the response.

Task II-4 Final Design. The plans and specifications will be completed and presented to a biddable format. Design calculations will be checked and design files prepared. A final opinion of the probable construction cost will also be made at this time. A second design review meeting will be scheduled with the City at the 90% stage of completion.

Task II-5 Quality Assurance Review. Senior staff members, not involved in the design, will provide a final in-house quality assurance review. While the Quality Assurance process will continue throughout the design, at this stage a final check will be undertaken to further assure complete and thorough design.

Task II-6 Submission of Completed Plans and Specifications. The City of Dowagiac, regulatory agencies and financing office will be sent copies of the final plans, specifications and construction cost estimates. Final comments from the City will be addressed in meetings with the design team. The copies sent to the regulatory agencies will be accompanied by the appropriate permit applications. Any final comments by the regulatory agencies in their permit reviews and/or the financing office will be addressed by the design team.

Task II-7 Permits. In this task, the proper permits for the facility will be obtained.

CITY OF DOWAGIAC, MICHIGAN
SCOPE OF WORK FOR AMENDED PROJECT PLAN IMPROVEMENTS
(Aeration and Tertiary Filtration Systems)
Design Budget Estimate Breakdown

PHASE I - PRELIMINARY DESIGN

			<u>Cost</u>	<u>Expenses</u>	<u>Total</u>
Task I-1	Design Team Mobilization	43.0	\$ 4,670	\$ 140	\$ 4,810
Task I-2	Verification of Existing Conditions	101.5	\$ 8,780	\$ 400	\$ 9,180
Task I-3	Delineation of Design Parameters	167.0	\$ 16,200	\$ 450	\$ 16,650
Task I-4	Analysis of Equipment Alternatives	161.5	\$ 15,030	\$ 360	\$ 15,390
Task I-5	Development of Project Schedule	12.0	\$ 1,450	\$ 160	\$ 1,610
Task I-6	Updated Design Memorandum	17.5	\$ 1,880	\$ 90	\$ 1,970
Task I-7	Technical Review Committee	25.5	\$ 3,210	\$ 100	\$ 3,310
Task I-8	Response to Review	24.0	\$ 2,290	\$ 90	\$ 2,380
Preliminary Design Sub-Total		552.0	\$ 53,510	\$ 1,790	\$ 55,300

PHASE II - FINAL DESIGN

Task II-1	Detailed Design	802.0	\$ 72,720	\$ 2,590	\$ 75,310
Task II-2	Near Final Design Review	61.0	\$ 6,840	\$ 180	\$ 7,020
Task II-3	Response to Review	43.0	\$ 4,450	\$ 150	\$ 4,600
Task II-4	Final Design	471.5	\$ 43,150	\$ 530	\$ 43,680
Task II-5	Quality Assurance Review	50.5	\$ 5,550	\$ 230	\$ 5,780
Task II-6	Submission of Completed Plans and Specifications	33.0	\$ 3,330	\$ 160	\$ 3,490
Task II-7	Permits	21.0	\$ 2,070	\$ 150	\$ 2,220
Final Design Sub-Total		1482.0	\$ 138,110	\$ 3,990	\$ 142,100
Design Budget Estimate Total					\$ 197,400

PROFESSIONAL SERVICES AGREEMENT

COPY

FLEIS & VANDENBRINK ENGINEERING, INC.
2960 Lucerne Drive SE, Grand Rapids, Michigan 49546
P: 616.977.1000 F: 616.977.1005

This Professional Services Agreement ("PSA") is entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and City of Dowagiac, whose address is 241 South Front, PO Box 430, Dowagiac, MI 49047 ("Owner") where Engineer agrees to provide services for Owner and Owner agrees to pay Engineer, all in accordance with the terms of this PSA.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows; Wastewater Treatment Plant Design (Amended Project Plan Improvements) and any additional professional services as may be specifically authorized by Owner.

AGREEMENT DOCUMENTS: All obligations covered under this PSA are governed by the Agreement Documents, which specifically include this PSA and all of the following documents, which are all incorporated herein by reference;

Engineer's proposal / letter dated May 22, 2014.

COMPENSATION OF ENGINEER:

This contract is an Hourly Fee contract plus 1.1 times reimbursable expenses with a Not To Exceed Fee of \$197,400.00.

Engineer shall arrange to perform specific additional professional engineering services upon receipt of authorization from the Owner's Representative. Authorized additional services will be provided on an hourly basis plus 1.1 times reimbursable expenses unless otherwise negotiated.

Owner shall Pay Engineer for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within fifteen (15) days of presentation of the invoice. Invoices shall be past due fifteen (15) days after presentation, and shall then incur interest at the rate of 7.0% per annum, or the highest rate permitted by law, whichever is lower. Reimbursable expenses include the cost of subconsultants.

PAYMENT. If Owner fails to make any payment when due, Engineer may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Engineer shall have no liability of any type as a result of suspension of services caused by Owner's failure to pay. The suspension of Services shall not limit any other remedy available to Engineer.

If Owner objects to any portion of an invoice, Owner shall notify Engineer in writing within five (5) days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Engineer's favor and not paid by the invoice due date, interest as stated in the agreement shall be paid by Owner on the disputed amount from the original due date.

The Owner's Payment of Engineer's invoices shall not be subject to any right of setoff, and payment shall be due regardless of suspension or termination of this Agreement by either party. If any payment obligation is not paid when due, Owner agrees to pay all costs of the collection, including actual attorney's fees through all levels of appeal, whether or not a legal proceeding for collection is commenced as part of the collection process.

OWNER REPRESENTATIVE. The Owner's representative for this Project shall be Jim Bradford *DPS Director* who shall have complete actual authority on behalf of the Owner and its governing body to make all decisions in connection with the PSA.

OWNER RESPONSIBILITIES. Owner shall timely provide Engineer with all applicable information in its possession and to secure information in the possession of others for Engineer to complete the Scope of Services. Owner shall give Engineer prompt oral and written notice whenever Owner notices, discovers or is made aware of any alleged fault, defect or nonconformance in Engineer's services.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated. If the construction period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Engineer thereafter shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.1 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Engineer's Compensation.

DELAYS. Engineer shall not be responsible to Owner for any delay of any type or kind unless caused in whole by Engineer.

CONSULTANTS. Engineer may engage Consultants and subcontractors to perform, in its sole discretion, all or any portion of the Services.

COST ESTIMATES. Engineer has no control over the costs of labor and material for construction or over competitive bidding and market conditions. All cost estimates provided by Engineer are based on Engineer's experience and are considered opinions of probable cost. Engineer does not warrant the accuracy of any cost estimate. If project costs exceed the Owner's expectations and the Owner decides to re-design or re-bid any or all portions of the Work, all re-design, re-bid or other services provided by Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses.

INDEMNITY. Owner indemnifies, defends and holds harmless Engineer and its agents, consultants and employees, from and against any claim, injury, damage, cost, expense or liability, regardless of the legal theory, including actual attorneys' fees, whether arising before, during or after completion of Services performed under the PSA, caused by, arising out of, resulting from or occurring in connection with the performance of the Services or any activity associated with the Services, whether or not caused in part by the active or passive negligence or other fault of Engineer excepting only injury to person or damage to property caused by the sole negligence of Engineer. In the case of claims against Engineer or any of its consultants, agents or employees by anyone for whose acts Owner may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts and/or disability benefit acts. This indemnity includes, but is not limited to, any claims resulting from interpretation of or changes to the documents prepared as a result of this PSA. This indemnity survives termination of this PSA.

In addition to the indemnity provided herein by Owner, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to or resulting from any and all environmental contamination on the Project.

Engineer, to the extent covered by insurance, indemnifies, defends and holds harmless Owner and its agents and employees, from and against any claim, injury, damage, cost, expense or liability, arising out of or relating to the Services provided by Engineer for the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property other than the work itself, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees or consultants.

To the fullest extent permitted by law, a party's total liability to the other party under the terms and conditions of this PSA including any indemnity, as well as to anyone claiming by, through or under the other party, for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party, and any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of all of the responsible parties.

PERFORMANCE STANDARDS. In the performance of this PSA, Engineer shall exercise the ordinary standard of care of Engineers in the city, municipality or political subdivision where the Project is located.

LIMITATION OF LIABILITY. Engineer shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Engineer. The total liability of Engineer under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Engineer's officers, directors, employees, or agents or consultants, for any claims arising out of the PSA, shall not exceed the fees actually paid by the Owner for the particular Service which forms the basis of the claimed liability.

Engineer makes no warranties, express or implied, with respect to the Services under the PSA, and disclaims any liability for implied warranties of any type or kind, including but not limited to implied warranties of fitness or merchantability, and disclaims any liability for special or consequential damages of any type or kind. Within these limitations, Engineer shall not be liable in any way for errors, omissions or negligence unless caused by the sole and exclusive negligence of Engineer. For all PSAs which involve multiple projects or general consultations, or various services for various projects over a period of time, liability shall not exceed the fee actually paid by the Owner for the particular Services on the specific Project or consultation or assignment which forms the basis of the claimed liability and any statute of limitations shall commence upon the completion of the task giving rise to the claim, not the last unrelated service provided under the PSA for general consultation services. To the extent that Engineer may be found liable under the terms of this paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

INSURANCE. Upon Owner's request, Engineer will furnish Owner with a written statement of insurance coverage. No oral representations regarding insurance shall be binding.

SITE ACCESS. Owner shall be solely responsible for obtaining all site access, easements, and permission from third party property owners for Engineer to access the site to perform the Services herein. Owner is solely responsible for any claims arising from the disturbance of surface or subsurface soil or water conditions caused by the performance of Engineer's Services, excepting damages caused by the sole negligence of Engineer. Engineer will take reasonable precautions to avoid damage to underground structures and utilities. Owner indemnifies Engineer from any damage caused by or to underground structures and utilities not called to Engineer's attention, all in accordance with the indemnity provisions herein. Owner shall provide Engineer with a list of all known hazardous substances on site and a list of protective measures in case of exposure, all in compliance with the current Federal, State and Local Right to Know laws and Federal Hazard Communication Standards.

DRAWINGS, SHOP DRAWINGS AND SUBMITTALS. At all times, and for all purposes, Engineer is the sole and exclusive owner of all drawings and Contract Documents prepared by it. Engineer shall have no liability of any type or kind to any person for owner's use of any Engineer prepared drawings or Contract Documents following completion or termination. Engineer shall have no liability for erroneous record drawings or electronically manipulated drawings based on information provided by others. If shop drawing or submittal review is part of the Services Engineer provides, Engineer will review the shop drawings and submittals only for conformance with the design concept of the project and compliance with the Contract Documents. Unless specifically indicated in writing, this PSA does not include the preparation of record drawings.

CONSTRUCTION PHASE SERVICES. Unless specifically included in the Scope of Services, there are no construction phase services as part of this PSA and Engineer assumes no liability with regard to construction being in compliance with construction Contract Documents. Owner assumes all responsibility for construction observation and any errors discovered during construction while Engineer is not involved with the Project. If Engineer has no construction phase responsibilities, Owner assumes all responsibilities for document interpretation and, unless specifically indicated to the contrary in writing describing construction observation services and the resultant compensation, Owner waives any claim against Engineer in any way connected to document interpretation or construction observation or the lack thereof. Engineer does not warrant construction quality.

REJECTION OF WORK. In the event that the Scope of Services includes construction phase services in the form of site observation, then Engineer shall have the authority to reject any work which is not, in the judgment of the Engineer, in conformance with the Contract Documents, Plans and Specifications. Neither this authority nor Engineer's good faith judgment to reject or not reject any work shall subject Engineer to any liability or cause of action to any contractor, subcontractor, supplier, or Owner on the Project.

SPREAD OF CONTAMINATION. Owner understands and agrees that Engineer shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is substantially caused by the negligence of Engineer. To the extent that Engineer may be found liable under the terms of this Paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

FAILURE TO ENCOUNTER HAZARDOUS MATERIALS. Owner understands that the failure to discover hazardous materials does not guarantee that; (1) hazardous materials do not exist at the project site, and/or (2) that a non-contaminated site may later become contaminated. Although Engineer will use reasonable care and a level of skill ordinarily exercised by members of the profession currently practicing in the city, municipality or political subdivision where the Project is located under similar conditions, Owner agrees that Engineer shall not be responsible for the failure to detect the presence of hazardous materials through techniques and practices commonly used for those purposes.

PERMITS AND APPROVALS. Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. For an additional fee, Engineer may assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Engineer

participates in any way with any permitting process, Engineer provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Engineer for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

ADA AND CODE COMPLIANCE. The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, the Engineer will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project. The Engineer does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances and regulations as they may apply to the Project. Owner shall pay Engineer its customary hourly fees plus 1.1 times reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to any existing laws, codes or regulations after the date that this PSA is last signed by the parties.

WAIVER. No delay on the part of any party herelo in the exercise of any right or remedy shall operate as a waiver of such right or remedy and a waiver on any one (1) occasion shall not be construed as a bar to or a waiver of any subsequent breach of the same or any other provision of the agreement on a future occasion. No waiver by Engineer of any breach by Owner of a provision of this PSA shall be deemed a waiver of any other provision hereof or of any subsequent breach by Owner of such provision.

ENFORCEABILITY. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY. In the event that any one (1) or more provisions contained in the agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement shall not be affected or impaired.

OWNERSHIP OF INSTRUMENTS OF SERVICE. Engineer's documents prepared pursuant to this PSA, including those in electronic format, are instruments of service. All reports, plans, specifications, computer files, field data, notes and other documents prepared by Engineer as instruments of service shall remain the property of Engineer. Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto and all other intellectual property rights. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Engineer against any and all claims for unauthorized use.

TERMINATION: This PSA may be terminated by either party upon seven (7) days written notice. Upon termination, Engineer shall be paid by Owner for all Services performed up to the notice of termination, as well as all costs necessary to demobilize from the site.

DISPUTE RESOLUTION: Claims and disputes arising out of or relating to this PSA involving claims in the aggregate of less than twenty-five thousand dollars, (\$25,000.00) without interest or attorneys fees and without consideration of counterclaims, shall be decided by a court of competent jurisdiction exclusively in Kent County, Michigan. Claims and disputes arising out of or relating to this PSA involving claims in the aggregate of greater than twenty-five thousand dollars (\$25,000.00) shall be decided by arbitration in accordance with the applicable rules of the American Arbitration Association. There shall be a single arbitrator. The award shall be final and binding and enforceable in a court of competent jurisdiction. In either arbitration or litigation, the prevailing party shall be entitled to recover its attorney's fees and costs through all levels of appeal. Jurisdiction, venue and the hearing locale for all arbitrations or litigation shall lie exclusively in Kent County, Michigan.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this PSA and the Services provided herein are exclusively for the direct benefit of the Owner indicated above. Owner shall ensure that all other agreements relating to this project reflect that there are no third party beneficiaries to this PSA.

ASSIGNMENT. This is a professional services contract and is non-assignable without the express written consent of Engineer.

MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Owner, shall be binding upon Engineer unless agreed to in writing signed by an authorized representative of Engineer, and Engineer expressly rejects all such additional or contrary terms as may be contained in Owner's documents. The terms in this PSA will have precedence over any other terms expressed by the Owner's authorization process such as a purchase order. Engineer's performance is conditioned on Owner's unmodified consent exclusively to this PSA. Engineer shall have the right to correct any errors, whether clerical or mathematical, which are contained in this PSA. Unless otherwise specifically indicated in writing or otherwise required by law and paid for by Owner, there are no Performance or Payment bonds required on this Project. This PSA shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This PSA shall be governed by the laws of the State of Michigan. This contract sets forth the entire agreement between Engineer and Owner. This is a fully integrated contract.

ELECTRONIC/FACSIMILE SIGNATURES. The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

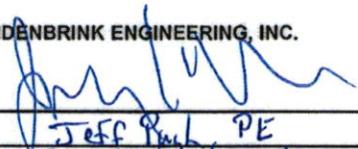
OWNER
CITY OF DOWAGIAC

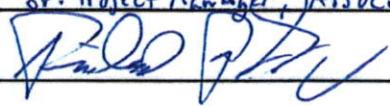
By: _____

Title: _____
By: _____

Title: _____
Date: _____

ENGINEER
FLEIS & VANDENBRINK ENGINEERING, INC.

By: 

Title: Sr. Project Manager, Associate
By: 

Title: PRINCIPAL
Date: May 23, 2014

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: June 6, 2014

SUBJECT: Purchase of Itron's remote meter reader services for Donnell Lake and Diamond Lake customers

At the conclusion of the water construction project that took place in and around Donnell Lake and Diamond Lake, the City agreed to provide remote meter reading services to this area. These customers are part of the City's management and service agreement with the CAUA. The original construction project set aside funds for the improvements and the city has investigated a number of vendors that would meet the needs of these customers as well as City of Dowagiac customers in the near future.

The project will include all professional services, software, hardware and meter improvements necessary to allow meters to be remotely read from city offices. The software and hardware improvements will be available for the city to use at no additional cost when we replace the batteries on the current meters that are on city customer meters. Once the city starts using the system, the annual software licensing fees will be shared between the city and the CAUA.

All costs associated with this project are being paid through funds that have been received by the project and CAUA operations budget.

RECOMMENDATION

Approve a resolution to authorize the purchase of Itron's remote meter reader services pursuant to agreement with CAUA.

Support Documents:
Cover Memo-City Mgr.
Resolution

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

WHEREAS, the City of Dowagiac provides management and meter reading services to the Cassopolis Area Utility Authority (CAUA), and;

WHEREAS, the City and CAUA wish to provide remote meter reading services to the Donnell Lake and Diamond Lake as part of this contract, and;

WHEREAS, the attached purchase orders for Itron, Inc., and HD Supply, Inc., has been prepared for the purchase of professional services and remote read meters.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the purchase of professional services and remote read meters.

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

ADOPTED/REJECTED



THE CITY OF
DOWAGIAC

PURCHASE ORDER

NO. 1293

CREATING TOMORROW

P.O. BOX 430 • 241 S. FRONT ST.
DOWAGIAC, MICHIGAN 49047
cityofdowagiac.com

PHONE (616) 782-2195
FAX (616) 782-1838

TO Itron, Inc.
2111 N. Molter Rd.
Liberty Lake, WA 99019

SHIP TO Dept. of Public Services
241 S. Front Street
Dowagiac, MI 49047

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

DATE REQUIRED	SHIP VIA	FEDERAL T.I.N. 38-6004607	DEPT. Public Services	ORDER DATE	
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	ACCOUNT NO.
1	Professional Services	1	\$74,920.00	\$74,920.00	
2	Itron Cloud Services	1	\$15,253.00	\$15,253.00	
				\$0.00	
	Per attached quote:			\$0.00	
	BMR# 5677-14 Ver1 May			\$0.00	
				\$0.00	
				\$0.00	
ORDER TOTAL:				\$90,173.00	

PLEASE ACKNOWLEDGE IMMEDIATELY AND STATE WHEN YOU WILL SHIP OUR ORDER. PURCHASE ORDER NUMBER MUST APPEAR ON ALL RELATED PACKAGES AND FORMS.

Purchase order must be signed before purchase is made for all purchases over \$1,000 unless covered by exception per Section 2-240 of city code.

DEPARTMENT HEAD

DIRECTOR OF FINANCE (Purchase over \$1,000)

CITY MANAGER (Purchase over \$5,000)



Electric / Gas / Water
 Information collection, analysis and application
 2111 N. Molter Rd.
 Liberty Lake, WA 99019
 fax: 866-787-6910
www.itron.com

**Pricing Summary for
 Dowagiac, MI**

BMR# 5677-14 Ver1 May
 May 8, 2014

Item	Part Number	Description	QTY	Unit Price	Extended Price	Notes
Professional Services						
1	Services	Project Management	173	\$190.00	\$32,870.00	(1-7)
2	Services	Field Engineering	130	\$175.00	\$22,750.00	(1-7)
3	Services	Itron Cloud Services ChoiceConnect Training & Preparation	32	\$175.00	\$5,600.00	(1-7)
4	T&E	Travel & Expenses			\$13,700.00	(3)
Professional Services Total					\$74,920.00	
Itron Cloud Services						
Fixed Network Version 5.0						
5	Set-up Fee	One Time - Initial Set-up Fee			\$3,193.00	(8)
				<u>Monthly Fee</u>	<u>Annual Fee</u>	
6	Operations	Itron Cloud Services - Cellular		\$1,005.00	\$12,060.00	(8.9)
Itron Cloud Services Total					\$15,253.00	

Notes and Assumptions

- (1) Itron's professional services estimates are based on a 3 month project duration. Hours are an estimate and will be billed based on actual.
- (2) Professional Services pricing is based on Itron's current understanding of the project scope and is subject to change pending a detailed technical analysis, final system design, and a mutually agreed-upon Scope of Work document.
- (3) Travel expenses have been included and will be billed based on actual. Itron estimates 28 per diems and 8 airfares.
- (4) Collector / repeater or antenna installation pricing does not include the cost of any site acquisition, lease negotiation, legal fees, environmental studies, zoning, site engineering, structural studies, PE stamps, and permits. Itron assumes that the utility will provide such services. Alternatively, Itron can provide pricing upon request.
- (5) Itron assumes that utility is responsible for installing endpoints, including any work management system to track such installations. Itron assumes distributor is responsible for installation of CCU's and repeaters.
- (6) Performance requirements are neither anticipated nor guaranteed.
- (7) Customer is responsible to work with their CIS vendor to support interface development.
- (8) Itron Cloud Services includes the following:
 Itron Cloud Services are based on a one-year term; services are billed annually.
 Supports up to 500 Endpoints delivering 60 minute intervals, 2 Collectors, 5 Repeaters.
 Itron Cloud Services fees apply for hosting the Fixed Network software.
 Itron to perform server administration, database administration, local area network administration.
 Head end monitoring, management, and troubleshooting of CCU and repeater communications, import processes, and export processes performed by Itron.
 Monitoring and troubleshooting of endpoints and read rates performed by customer. This is available as an optional hosted activity.
 Data retention for 2 years.
 Billing Gateway application and processing are not included.
 Datacenter standard staffing is 2 AM - 5 PM Pacific Time, M-F (excluding Itron holidays). Additional hours and staffed coverage available.
 Servers, Microsoft operating system, and SQL Server software included for head end operation along with data center specific 3rd party management or monitoring software.
 Includes one production environment only.
 A project specific environment for Disaster Recovery failover purposes is not included in this bid neither is an offsite Disaster Recovery system nor Disaster Recovery testing. However Itron implements the solution in a high availability environment and in the event of component level failures additional onsite resources are maintained and utilized. Additional Disaster Recovery options are available.
 No specific test environment is included in this bid. In the event of an upgrade release for the Itron product, Itron does perform various internal generic testing to ensure the hosted services team is prepared for and familiar with the upgrades. Designated test environment options specific to your project are available.
- (9) Itron Cloud Services pricing is based on a 5 year prepay contract. Itron will withhold any increases on the monthly hosted fee of \$1005 for 5 years (\$60,300). For every additional 1,000 meters, add \$75 per month and every additional CCU add \$40 per month.
- (10) Taxes are not included. Prices are in US dollars. Price is valid for 90 days.



THE CITY OF
DOWAGIAC

PURCHASE ORDER

NO. 1294

CREATING TOMORROW

P.O. BOX 430 • 241 S. FRONT ST.
DOWAGIAC, MICHIGAN 49047
cityofdowagiac.com

PHONE (616) 782-2195
FAX (616) 782-1838

TO HD Supply, Inc.
1100 Old State Road East
Mattoon, IL 61938

SHIP TO Dept. of Public Services
241 S. Front Street
Dowagiac, MI 49047

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

DATE REQUIRED	SHIP VIA	FEDERAL T.I.N. 38-6004607	DEPT.		ORDER DATE
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	ACCOUNT NO.
1	ETX-1988-003 Collector Access Radio	1	\$125.00	\$125.00	
2	CCU-6027-022 Collector 100	1	\$5,750.00	\$5,750.00	
3	CCU-7127-022 Tower Collector	1	\$15,700.00	\$15,700.00	
4	RPT-6000-125 Repeater 100	5	\$3,850.00	\$19,250.00	
5	Data Collection Network Software	1	\$7,500.00	\$7,500.00	
				\$0.00	
	Per attached quote dated 5/9/2014			\$0.00	
ORDER TOTAL:				\$48,325.00	

PLEASE ACKNOWLEDGE IMMEDIATELY AND STATE WHEN YOU WILL SHIP OUR ORDER. PURCHASE ORDER NUMBER MUST APPEAR ON ALL RELATED PACKAGES AND FORMS.

Purchase order must be signed before purchase is made for all purchases over \$1,000 unless covered by exception per Section 2-240 of city code.

DEPARTMENT HEAD

DIRECTOR OF FINANCE (Purchase over \$1,000)

CITY MANAGER (Purchase over \$5,000)

City of Dowagiac

Revised for 2014




Series 100 Fixed Network

ITEM	Description	ChoiceConnect Network Infrastructure & Software	QTY	UNIT PRICE	EXTENDED PRICE (4)
1	ETX-1988-003	Collector and Repeater Access Radio, Initiate WIFI communication with the CCU & Repeater	1	\$125.00	\$125.00
2	CCU-6027-022	Collector 100, Verizon, AC power with external GPS, and external mount antenna and mounting kits	1	\$5,750.00	\$5,750.00 (1)
3	CCU-7127-022	Tower Collector, Verizon, AC power with mounting and antenna kits	1	\$15,700.00	\$15,700.00 (1)
4	RPT-6000-125	Repeater 100, AC power with internal GPS, and direct mount antenna and mounting kits	5	\$3,850.00	\$19,250.00 (1)
5	FN SW V5.x FN CCU V5.x Kit NS1A	Data Collection Network Software Up to 10,000	1	\$7,500.00	\$7,500.00 (2)
Network Infrastructure and Software Total					\$48,325.00
Annual Maintenance					
6	Maintenance	Collector 100, Verizon, AC power with external GPS, and external mount antenna and mounting kits	1	\$120.00	\$120.00
7	Maintenance	Tower Collector, Verizon, AC power with mounting and antenna kits	1	\$120.00	\$120.00
8	Maintenance	Tower Box, AC Powered	1	\$102.00	\$102.00
9	Maintenance	Repeater 100, AC power with internal GPS, and direct mount antenna and mounting kits	5	\$72.00	\$360.00
10	Maintenance	Data Collection Network Software Up to 10,000	1	\$1,200.00	\$1,200.00
Network Infrastructure and Software Total					\$1,902.00

Notes and Assumptions

- (1) Repeaters and CCUs include power cables, antenna kits, and mounting kits.
- (2) Software pricing is dependent upon number of meters under the network. Monthly billing and daily read functionality are included.
- (3) The Maintenance Commencement Date for Itron Software is the first day of the month following shipment or electronic delivery by Itron.
- (4) Freight, taxes, duties, and tariffs are not included. Prices are in US dollars.

Prices are valid for 90 days.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: June 6, 2014

SUBJECT: Dial-A-Ride Transit Bus Purchase

A resolution is on Monday's agenda authorizing the purchase for the replacement of a DART bus. The purchase provides for \$48,000 in federal funding and \$12,000 in state funding through the Congestion Mitigation and Air Quality Grant Program. The total cost of the bus is \$63,183.00. This bus will replace the existing Unit #220 2007 Ford that is currently in service. I have attached a memo from Rose Scherr with additional information regarding this purchase.

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

RECOMMENDATION

Approve the purchase of the Dial-A-Ride Transit bus in the amount of \$63,183.

Support Documents:

Cover Memo-City Mgr.
Resolution

MEMO

TO: Kevin Anderson, City Manager

FROM: Rozanne Scherr, HR Director

DATE: June 5, 2014

RE: DART Bus Replacement

Attached with this memo is supporting information regarding the purchase of a replacement DART bus, Unit #220, for review and presentation to council for formal approval of purchase at the June 9, 2014 City Council meeting. We are requesting replacement of the unit as it is fully depreciated and eligible for replacement under the terms of our contract with MDOT. Mileage on this unit is over 105,000 miles.

The replacement of the DART bus was requested through a Congestion Mitigation and Air Quality improvement (CMAQ) grant application in January 2012 and was approved for funding in the 2013 fiscal year. At their August 12, 2013 meeting, City Council approved Project Authorization Agreement No. 2012-0076, No. P3, which recorded the agreement for the utilization of funds by the City of Dowagiac DART for the purchase of the replacement bus as provided by the FTA, USDOT and MDOT. In late March 2014, MDOT completed agreements with various bus manufacturers for the MiDEAL vehicle purchasing program. Starting last month, transit agencies could begin ordering replacement buses.

The original request in 2012 was based on a prior MiDEAL contract with the cost significantly lower than \$60,000. However, the current MiDEAL contract is significantly higher with the purchase cost of \$63,183 resulting in a shortage that will need to be drawn from retained earnings (fund balance).

DART is proposing to purchase an "8 + 2 passenger bus" with lift which provides for three (3) standard double forward facing seats, two (2) wheelchair positions and three (3) double fold-away seats. Requests for wheelchair service continue to increase so we included a second wheelchair position which should serve to expedite service to disabled passengers. Both of our current lift-equipped buses have only one (1) wheelchair position. The lift on the requested bus has also been upgraded to a half-ton limit (1000 lbs.) to better accommodate the public.

Please review the enclosed information and, if acceptable, place on the agenda for council approval. If you have any questions or concerns regarding this information please do not hesitate to contact me.

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

WHEREAS, the City of Dowagiac operates a Dial-A-Ride Transportation (DART) System, and;

WHEREAS, the City has applied for and received approval for state and federal funding through the Michigan Department of Transportation for Congestion Mitigation and Air Quality improvement (CMAQ) capital funding assistance for the purchase of a DART bus, and;

WHEREAS, the attached purchase order and vehicle order form has been prepared for the purchase of a new Dial-A-Ride Transit bus.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the purchase of a new Dial-A-Ride Transit bus.

BE IT FURTHER RESOLVED, that the Mayor and Transportation Coordinator are hereby authorized and directed to act as signatories for the execution of same.

ADOPTED/REJECTED



THE CITY OF
DOWAGIAC

PURCHASE ORDER

NO. 1299

CREATING TOMORROW

P.O. BOX 430 • 241 S. FRONT ST.
DOWAGIAC, MICHIGAN 49047
cityofdowagiac.com

PHONE (616) 782-2195
FAX (616) 782-1838

TO Mobility Transportation Services
42000 Koppernick
Canton MI 48187

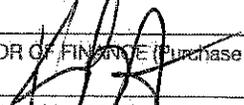
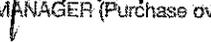
SHIP TO Dowagiac DART
241 S. Front Street
Dowagiac, MI 49047

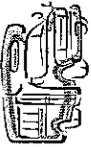
PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

DATE REQUIRED	SHIP VIA	FEDERAL T.I.N. 38-6004607	DEPT.	ORDER DATE	
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	ACCOUNT NO.
	DART Replacement Bus #220	1	\$63,183.00	\$63,183.00	
				\$0.00	
				48,000	588-959-530.00
				12,000	588-959-540.00
				3,183	588-959-970.00
				\$0.00	
				\$0.00	
ORDER TOTAL:				\$63,183.00	

PLEASE ACKNOWLEDGE IMMEDIATELY AND STATE WHEN YOU WILL SHIP OUR ORDER. PURCHASE ORDER NUMBER MUST APPEAR ON ALL RELATED PACKAGES AND FORMS.

Purchase order must be signed before purchase is made for all purchases over \$1,000 unless covered by exception per Section 2-240 of city code.


DEPARTMENT HEAD

DIRECTOR OF FINANCE (Purchase over \$1,000)

CITY MANAGER (Purchase over \$5,000)



VEHICLE ORDER FORM -MOBILITY TRANSPORTATION

Small Bus

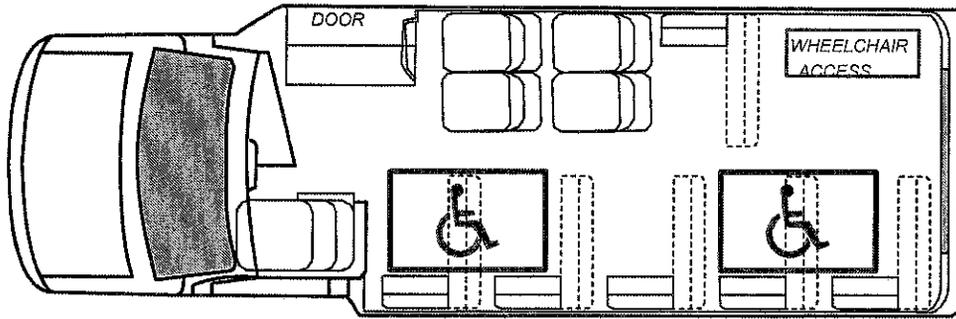
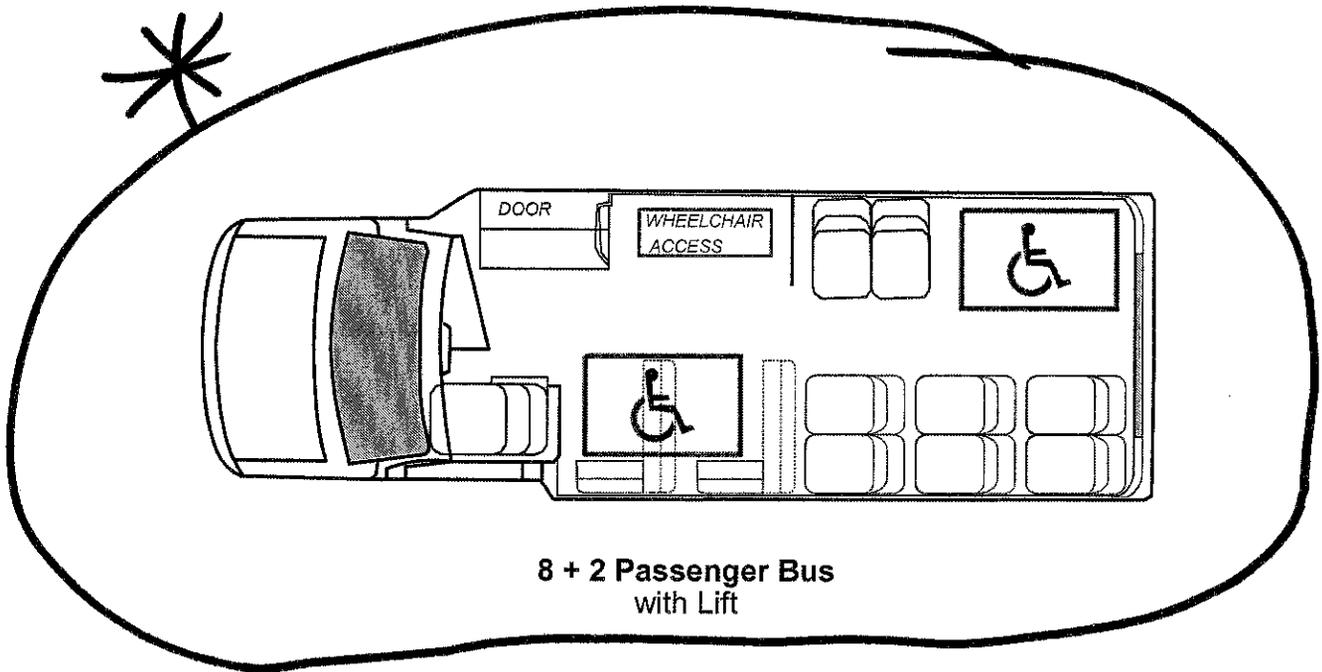
Instructions: (1) Complete sections I & II. (2) For sections III and IV, simply type in the quantity and the form will automatically calculate costs. (3) For section V (local options), type in the quantity, item descriptions, and unit prices as the form will automatically calculate costs. (4) Sign and date the form in section VII. (5) Submit completed and signed form to the vendor. (6) Once new bus is received and accepted, a copy of this completed form shall be submitted to MDOT with payment request (see *MIDEAL Purchasing Program Guidelines*).

I Contact Information									
Agency Name		Savage DART							
Contact Name		Ronnie Seiler							
Phone Number		889 723037							
E-mail		SSE@SavageDART.org							
II Funding Contract and Vehicle Information									
Program		CMAQ							
Agency Contract No.		2012-0076							
MIDEAL Contract No.		07BEX00075							
Vendor Name		Mobility Transportation							
Body Manufacturer		Champion							
Chassis Manufacturer		Ford Gas or GM Diesel (Electric)							
III Base Vehicle Floor Plans									
Qty	Description	Price Each	Total Price	Low Bidder Price	Federal/State Share	Local Share			
	158" (min) Wheelbase Bus - Vinyl Seat Covers								
A	18 passenger without lift	45,080.00	\$0.00	45,080.00	\$0.00	\$0.00			
B	10 + 1 passenger with lift	52,686.00	\$0.00	52,686.00	\$0.00	\$0.00			
C	8 + 2 passenger with lift	53,528.00	\$53,528.00	53,528.00	\$53,528.00	\$0.00			
D	4 + 2 passenger with lift	56,941.00	\$0.00	56,941.00	\$0.00	\$0.00			
E	22 passenger without lift	46,959.00	\$0.00	46,959.00	\$0.00	\$0.00			
F	6 + 2 passenger with lift	55,592.00	\$0.00	55,592.00	\$0.00	\$0.00			
G	10 + 2 passenger with lift	55,409.00	\$0.00	55,409.00	\$0.00	\$0.00			
H	4 + 2 passenger with lift	56,534.00	\$0.00	56,534.00	\$0.00	\$0.00			
I	158" (min) Wheelbase Bus - Fabric Seat Covers								
J	18 passenger without lift	45,048.00	\$0.00	45,048.00	\$0.00	\$0.00			
K	10 + 1 passenger with lift	52,850.00	\$0.00	52,850.00	\$0.00	\$0.00			
L	8 + 2 passenger with lift	52,640.00	\$0.00	52,640.00	\$0.00	\$0.00			
M	4 + 2 passenger with lift	55,857.00	\$0.00	55,857.00	\$0.00	\$0.00			
N	22 passenger without lift	47,331.00	\$0.00	47,331.00	\$0.00	\$0.00			
O	6 + 2 passenger with lift	55,508.00	\$0.00	55,508.00	\$0.00	\$0.00			
P	10 + 2 passenger with lift	55,473.00	\$0.00	55,473.00	\$0.00	\$0.00			
	4 + 2 passenger with lift	56,602.00	\$0.00	56,602.00	\$0.00	\$0.00			
Base Vehicle Totals			\$53,528.00		\$53,528.00	\$0.00			
IV Contract Options									
Qty	Contract Options	Price Each	Total Price	Low Bidder Price	Federal/State Share	Local Share			
1	Air Conditioning - Split System	5,489.00	\$0.00	5,489.00	\$0.00	\$0.00			
2	Air Conditioning / Heat - Rooftop System	6,615.00	\$6,615.00	6,615.00	\$6,615.00	\$0.00			
3	Auxiliary Air Heater	2,870.00	\$0.00	2,870.00	\$0.00	\$0.00			
4	Auxiliary Air Heater & Block Heater (in lieu of Aux Coolant Heater)	660.00	\$0.00	660.00	\$0.00	\$0.00			
5	Destination Sign - LED	2,957.00	\$0.00	2,957.00	\$0.00	\$0.00			

6	1	Entrance Stepwell Heater	353.00	\$353.00	353.00	\$353.00	\$353.00	\$0.00
7	1	Driver Side Running Board	390.00	\$390.00	390.00	\$390.00	\$390.00	\$0.00
8		Donation box (in lieu of standard farebox - deduct)	-1,180.00	\$0.00	-1,180.00	\$0.00	\$0.00	\$0.00
9		GM Chassis with Duramax Diesel Engine	14,224.00	\$0.00	14,224.00	\$0.00	\$0.00	\$0.00
10		Propane	14,236.00	\$0.00	14,236.00	\$0.00	\$0.00	\$0.00
11		CNG	13,547.00	\$0.00	13,547.00	\$0.00	\$0.00	\$0.00
12	1	Power Seat Base (Driver)	390.00	\$390.00	390.00	\$390.00	\$390.00	\$0.00
13		Farebox Electrical Prep Only (less standard farebox- deduct)	-1,099.00	\$0.00	-1,099.00	\$0.00	\$0.00	\$0.00
14	1	Limited Slip Differential	290.00	\$290.00	290.00	\$290.00	\$290.00	\$0.00
15		Paint - One stripe	600.00	\$0.00	600.00	\$0.00	\$0.00	\$0.00
16	1	Paint - Roof second color	200.00	\$200.00	200.00	\$200.00	\$200.00	\$0.00
17	1	Paint - Different Full body	1,500.00	\$1,500.00	1,500.00	\$1,500.00	\$1,500.00	\$0.00
18		Reflective Vinyl Belt Stripe	210.00	\$0.00	210.00	\$0.00	\$0.00	\$0.00
19		Lift - Folding Platform (in lieu of standard lift)	-1,160.00	\$0.00	-1,160.00	\$0.00	\$0.00	\$0.00
20		Wheelchair Single Point Securement System (in lieu of one standard L-Track position)	120.00	\$0.00	120.00	\$0.00	\$0.00	\$0.00
21		Additional Wheelchair Position - L Track System	436.00	\$0.00	436.00	\$0.00	\$0.00	\$0.00
22		Additional Wheelchair Position - Single Point System	527.00	\$0.00	527.00	\$0.00	\$0.00	\$0.00
23	1	Two-way radio prep package	137.00	\$137.00	137.00	\$137.00	\$137.00	\$0.00
24	1	Radio - AM/FM stereo system w/ four speakers	330.00	\$330.00	330.00	\$330.00	\$330.00	\$0.00
25		Public Address (PA) System Only w/ two speakers	448.00	\$0.00	448.00	\$0.00	\$0.00	\$0.00
27		Radio - AM/FM/PA System w/ four speakers	475.00	\$0.00	475.00	\$0.00	\$0.00	\$0.00
28		Radio - Speaker only (additional)	25.00	\$0.00	25.00	\$0.00	\$0.00	\$0.00
29		Manual Entrance Door	-330.00	\$0.00	-330.00	\$0.00	\$0.00	\$0.00
30		Rear Emergency Exit Window in lieu of Standard Rear Door	-768.00	\$0.00	-768.00	\$0.00	\$0.00	\$0.00
31		Raised Flooring (No Wheel Wells)	1,010.00	\$0.00	1,010.00	\$0.00	\$0.00	\$0.00
32	1	Rubber Flooring (in lieu of standard ALTRO flooring)	-1,200.00	-\$1,200.00	-1,200.00	-\$1,200.00	-\$1,200.00	\$0.00
33		Passenger Activated Stop Request System	742.00	\$0.00	742.00	\$0.00	\$0.00	\$0.00
34	1	Back-up Sensor System	650.00	\$650.00	650.00	\$650.00	\$650.00	\$0.00
35		Video Surveillance - Two Camera System	1,941.00	\$0.00	1,941.00	\$0.00	\$0.00	\$0.00
36		Video Surveillance - Four Camera System	2,167.00	\$0.00	2,167.00	\$0.00	\$0.00	\$0.00
37		Video Surveillance - Six Camera System	3,325.00	\$0.00	3,325.00	\$0.00	\$0.00	\$0.00
38		Video Surveillance - DVR System Upgrade	1,000.00	\$0.00	1,000.00	\$0.00	\$0.00	\$0.00
39		Video Surveillance - Extra Interior Cameras	315.00	\$0.00	315.00	\$0.00	\$0.00	\$0.00
40		Video Surveillance - Extra Exterior Cameras	315.00	\$0.00	315.00	\$0.00	\$0.00	\$0.00
41		Deduct Standard Ceiling Handrails	-610.00	\$0.00	-610.00	\$0.00	\$0.00	\$0.00
Seating - Standard Double Seat - Vinyl (Deduct)								
42		Seating - Forward Facing Standard Double Seat - Vinyl	398.00	\$0.00	398.00	\$0.00	\$0.00	\$0.00
43		Seating - Forward Facing Standard Double Seat - Fabric	450.00	\$0.00	450.00	\$0.00	\$0.00	\$0.00
44		Seating - Forward Facing Standard Double Seat - Vinyl (Deduct)	-348.00	\$0.00	-348.00	\$0.00	\$0.00	\$0.00
45		Seating - Forward Facing Standard Double Seat - Fabric (Deduct)	-425.00	\$0.00	-425.00	\$0.00	\$0.00	\$0.00

C o n t r a c t O p t i o n s

Qty	Enter Item Description Below	Enter Unit Price Below	Total Price	Local Share
46	Seating - Forward Facing Double Fold-A-Way - Vinyl	693.00	\$0.00	\$0.00
47	Seating - Forward Facing Double Fold-A-Way - Fabric	745.00	\$0.00	\$0.00
48	Seating - Forward Facing Double Fold-A-Way - Vinyl (Deduct)	-643.00	\$0.00	\$0.00
49	Seating - Forward Facing Double Fold-A-Way - Fabric (Deduct)	-705.00	\$0.00	\$0.00
50	Seating - Single Flip-up - Vinyl	463.00	\$0.00	\$0.00
51	Seating - Single Flip-up - Fabric	515.00	\$0.00	\$0.00
52	Seating - Double Flip-up - Vinyl	613.00	\$0.00	\$0.00
53	Seating - Double Flip-up - Fabric	665.00	\$0.00	\$0.00
54	Seating - Double w/Single Integrated Child Seat (ICS) - Vinyl	908.00	\$0.00	\$0.00
55	Seating - Double w/Single Integrated Child Seat (ICS) - Fabric	960.00	\$0.00	\$0.00
56	Seating - Double w/Single Integrated Child Seat (ICS) - Vinyl (Deduct)	-858.00	\$0.00	\$0.00
57	Seating - Double w/Single Integrated Child Seat (ICS) - Fabric (Deduct)	-910.00	\$0.00	\$0.00
58	Seating - Double w/Double Integrated Child Seat (ICS) - Vinyl	1,252.00	\$0.00	\$0.00
59	Seating - Double w/Double Integrated Child Seat (ICS) - Fabric	1,304.00	\$0.00	\$0.00
60	Seating - Rear five place passenger - Vinyl	209.00	\$0.00	\$0.00
61	Seating - Rear five place passenger - Fabric	235.00	\$0.00	\$0.00
	Contract Options Total		\$9,655.00	\$0.00
	Base + Contract Option Subtotal		\$63,183.00	\$0.00
Non-Specified Local Options (Paid 100% Locally)				
	Enter Unit Price Below		Total Price	Local Share
1			\$0.00	\$0.00
2			\$0.00	\$0.00
3			\$0.00	\$0.00
4			\$0.00	\$0.00
	Local Options Subtotal		\$0.00	\$0.00
	Grand Total		\$63,183.00	\$0.00
Comments				
Authorization				
Authorized Signature: <i>[Signature]</i>			Date: 6/4/2014	



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

WHEREAS, pursuant to a grant agreement between the Michigan Department of Transportation and the City of Dowagiac it is necessary for the City of Dowagiac to enter into a project authorization agreement for its local transportation program for the fiscal year 2013 Section 5311 Capital/Congestion Mitigation and Air Quality Improvement Program in order to receive State and Federal financial assistance.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize Transportation Coordinator Rozanne Scherr to execute the Project Authorization, FY 2013 Section 5311 Capital/Congestion Mitigation and Air Quality Improvement Program, attached hereto and by reference made a part hereof as required to receive financial assistance from the Michigan Department of Transportation, in accordance with Act 51; and

BE IT FURTHER RESOLVED that, for all public transportation matters, the Transportation Coordinator shall provide such information as deemed necessary by the State Transportation Commission or Department for its administration of Act 51 for fiscal year 2013.

ADOPTED/REJECTED

Date: July 10, 2013
Agreement No.: 2012-0076
Authorization No.: P3
Project No.: 118086
Agenda: MA

**PROJECT AUTHORIZATION
CITY OF DOWAGIAC
FY 2013 SECTION 5311 CAPITAL/
CONGESTION MITIGATION AND AIR
QUALITY IMPROVEMENT PROGRAM**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date:

Authorization Expiration Date: Three years from the effective date of the authorization.

Fiscal Year of Effective Contract Clauses: 2013

The Federal Grant associated with the PROJECT AUTHORIZATION is MI-85-X006.

Award Year: 2013

Federal Item Number: WK0056

Project is not R&D.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Formula Grants for Other Than Urbanized Areas Program is 20.509.

The Special Section 5333(b) Warranty for Section 5311 can be found at:
www.dol.gov/dol/esa/public/regs/compliance/olms/13factsheet.htm.

The AGENCY agrees to prepare and furnish to the DEPARTMENT an annual milestone report for Section 5311. Reports are due 20 days after the end of the fiscal year.

Timely Expenditure of Funds

The funds included in this project authorization must be obligated (i.e., place orders for buses, issue third party contracts, purchase equipment, complete facility improvements) within six months of receiving an executed project authorization. If funds have not been obligated within twelve months, the DEPARTMENT may cancel this project authorization and the AGENCY will no longer have access to the funds with the exception of new facility construction. The DEPARTMENT will not extend this project authorization beyond three years except for very unique circumstances as determined by the DEPARTMENT.

<u>Item</u>	<u>Federal</u>	<u>State</u>	<u>Total</u>
<u>Revenue vehicles:</u>			
One <30 ft replacement bus (819)	\$48,000	\$12,000	\$60,000

Funding sources:
2013/7509 \$48,000 (F)
2013/7520 \$12,000 (S)

PRF No.: 2013-322

CITY OF DOWAGIAC

Reviewed
W
Contract Adm

Signature

Print Name and Title

Signature

Print Name and Title

MICHIGAN DEPARTMENT OF TRANSPORTATION

Title: Department Director

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: June 6, 2014

SUBJECT: Revolving Loan Fund- Forrest Finn LLC for improvements at 115/117 Front St.

Several years ago the City of Dowagiac established a Revolving Loan Fund (RLF) with the assistance of a grant to aid the City with economic development projects where a development was eligible for bank financing, but gap financing was needed. Previously, the city authorized that loan and this resolution finalizes the amortization schedule now that full proceeds from the loan have been draw.

The terms of the proposed loan are as follows:

- The loan will be for \$65,000.
- The rate of interest will be 5%.
- The term of the loan is 5 years (60 months).
- The City loan will be secured by a lien on the real estate.

RECOMMENDATION

Approve resolution to authorize the final loan documents for the RLF with Forrest Finn LLC for a project at 115/117 Front Street and finalize documents under the terms stated in this report.

Support Documents:

Cover Memo-City Mgr.
Resolution

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

WHEREAS, the City of Dowagiac has developed a Revolving Loan Fund (RLF) to assist in economic development projects; and

WHEREAS, the City of Dowagiac determines that it is in the best interest of the community to facilitate improvements to 115/117 Front Street; and

WHEREAS, the developer, Forrest Finn LLC has demonstrated experience in operating a theater and meets the eligibility criteria for RLF applicants; and

NOW, THEREFORE, BE IT RESOLVED the City Council authorizes the City Manager to complete and execute final RLF agreement and amortization schedule with Forrest Finn LLC with the following terms and conditions:

- The loan will be for \$65,000.
- The rate of interest will be 5%.
- The term of the loan is 5 years (60 months).
- The City loan will be secured by a lien on the real estate.

ADOPTED/REJECTED

Forest Finn LLC LOC Repayment

Compound Period : Monthly

Nominal Annual Rate : 5.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	09/30/2013	12,500.00	1		
2 Loan	10/18/2013	17,500.00	1		
3 Loan	10/31/2013	2,762.50	1		
4 Loan	11/08/2013	20,000.00	1		
5 Loan	12/04/2013	12,237.50	1		
6 Payment	07/01/2014	1,263.17	60	Monthly	06/01/2019

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Loan	Payment	Interest	Principal	Balance
Loan	09/30/2013	12,500.00				12,500.00
Loan	10/18/2013	17,500.00		30.82	30.82-	30,030.82
Loan	10/31/2013	2,762.50		53.48	53.48-	32,846.80
Loan	11/08/2013	20,000.00		36.00	36.00-	52,882.80
Loan	12/04/2013	12,237.50		188.35	188.35-	65,308.65
2013 Totals		65,000.00	0.00	308.65	308.65-	
1	07/01/2014		1,263.17	1,906.65	643.48-	65,952.13
2	08/01/2014		1,263.17	274.80	988.37	64,963.76
3	09/01/2014		1,263.17	270.68	992.49	63,971.27
4	10/01/2014		1,263.17	266.55	996.62	62,974.65
5	11/01/2014		1,263.17	262.39	1,000.78	61,973.87
6	12/01/2014		1,263.17	258.22	1,004.95	60,968.92
2014 Totals		0.00	7,579.02	3,239.29	4,339.73	
7	01/01/2015		1,263.17	254.04	1,009.13	59,959.79
8	02/01/2015		1,263.17	249.83	1,013.34	58,946.45
9	03/01/2015		1,263.17	245.61	1,017.56	57,928.89
10	04/01/2015		1,263.17	241.37	1,021.80	56,907.09
11	05/01/2015		1,263.17	237.11	1,026.06	55,881.03
12	06/01/2015		1,263.17	232.84	1,030.33	54,850.70
13	07/01/2015		1,263.17	228.54	1,034.63	53,816.07
14	08/01/2015		1,263.17	224.23	1,038.94	52,777.13
15	09/01/2015		1,263.17	219.90	1,043.27	51,733.86
16	10/01/2015		1,263.17	215.56	1,047.61	50,686.25
17	11/01/2015		1,263.17	211.19	1,051.98	49,634.27
18	12/01/2015		1,263.17	206.81	1,056.36	48,577.91
2015 Totals		0.00	15,158.04	2,767.03	12,391.01	
19	01/01/2016		1,263.17	202.41	1,060.76	47,517.15
20	02/01/2016		1,263.17	197.99	1,065.18	46,451.97
21	03/01/2016		1,263.17	193.55	1,069.62	45,382.35

Forest Finn LLC LOC Repayment

	Date	Loan	Payment	Interest	Principal	Balance
	22	04/01/2016	1,263.17	189.09	1,074.08	44,308.27
	23	05/01/2016	1,263.17	184.62	1,078.55	43,229.72
	24	06/01/2016	1,263.17	180.12	1,083.05	42,146.67
	25	07/01/2016	1,263.17	175.61	1,087.56	41,059.11
	26	08/01/2016	1,263.17	171.08	1,092.09	39,967.02
	27	09/01/2016	1,263.17	166.53	1,096.64	38,870.38
	28	10/01/2016	1,263.17	161.96	1,101.21	37,769.17
	29	11/01/2016	1,263.17	157.37	1,105.80	36,663.37
	30	12/01/2016	1,263.17	152.76	1,110.41	35,552.96
2016 Totals		0.00	15,158.04	2,133.09	13,024.95	
	31	01/01/2017	1,263.17	148.14	1,115.03	34,437.93
	32	02/01/2017	1,263.17	143.49	1,119.68	33,318.25
	33	03/01/2017	1,263.17	138.83	1,124.34	32,193.91
	34	04/01/2017	1,263.17	134.14	1,129.03	31,064.88
	35	05/01/2017	1,263.17	129.44	1,133.73	29,931.15
	36	06/01/2017	1,263.17	124.71	1,138.46	28,792.69
	37	07/01/2017	1,263.17	119.97	1,143.20	27,649.49
	38	08/01/2017	1,263.17	115.21	1,147.96	26,501.53
	39	09/01/2017	1,263.17	110.42	1,152.75	25,348.78
	40	10/01/2017	1,263.17	105.62	1,157.55	24,191.23
	41	11/01/2017	1,263.17	100.80	1,162.37	23,028.86
	42	12/01/2017	1,263.17	95.95	1,167.22	21,861.64
2017 Totals		0.00	15,158.04	1,466.72	13,691.32	
	43	01/01/2018	1,263.17	91.09	1,172.08	20,689.56
	44	02/01/2018	1,263.17	86.21	1,176.96	19,512.60
	45	03/01/2018	1,263.17	81.30	1,181.87	18,330.73
	46	04/01/2018	1,263.17	76.38	1,186.79	17,143.94
	47	05/01/2018	1,263.17	71.43	1,191.74	15,952.20
	48	06/01/2018	1,263.17	66.47	1,196.70	14,755.50
	49	07/01/2018	1,263.17	61.48	1,201.69	13,553.81
	50	08/01/2018	1,263.17	56.47	1,206.70	12,347.11
	51	09/01/2018	1,263.17	51.45	1,211.72	11,135.39
	52	10/01/2018	1,263.17	46.40	1,216.77	9,918.62
	53	11/01/2018	1,263.17	41.33	1,221.84	8,696.78
	54	12/01/2018	1,263.17	36.24	1,226.93	7,469.85
2018 Totals		0.00	15,158.04	766.25	14,391.79	
	55	01/01/2019	1,263.17	31.12	1,232.05	6,237.80
	56	02/01/2019	1,263.17	25.99	1,237.18	5,000.62
	57	03/01/2019	1,263.17	20.84	1,242.33	3,758.29
	58	04/01/2019	1,263.17	15.66	1,247.51	2,510.78
	59	05/01/2019	1,263.17	10.46	1,252.71	1,258.07
	60	06/01/2019	1,263.17	5.10	1,258.07	0.00
2019 Totals		0.00	7,579.02	109.17	7,469.85	
Grand Totals		65,000.00	75,790.20	10,790.20	65,000.00	

Forest Finn LLC LOC Repayment

Last interest amount decreased by 0.14 due to rounding.

92372 Pages: 6 L: 1067 P: 1818
RECORDED Cass County, Michigan
Monica Kennedy, Register of Deeds
10/11/2013 11:27 AM
Receipt #82607 Fee: \$29.00 AGREE



LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 25th day of September, 2013

BETWEEN:

City of Dowagiac of 241 South Front Street, Dowagiac, MI 49047
(the "Lender")

OF THE FIRST PART

AND

Forrest Finn, LLC of 52246 Leach Road, Dowagiac, MI 49047 (the "Borrower")

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Interest

1. The Lender promises to loan sixty-five thousand (\$65,000.00) USD, to the Borrower and the Borrower promises to repay this principal amount to the Lender, at such address as may be provided in writing, with interest payable on the unpaid principal at the rate of 5 percent per annum, calculated yearly not in advance.

Payment

2. This Loan will be repaid in 120 consecutive monthly installments of principal and interest on the first of each month commencing the month following execution of this Agreement with the balance owing under this Agreement being paid at the end of its term.
3. At any time while not in default under this Agreement, the Borrower may pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

Default

4. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.

5. If the Borrower defaults in payment as required under this Agreement or after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.

Security

6. This Loan is secured by the following security (the "Security"): Building located at 115/117 S. Front Street, Dowagiac, MI.
7. The Borrower grants to the Lender a security interest in the Security until this Loan is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security.

Governing Law

8. This Agreement will be construed in accordance with and governed by the laws of the State of Michigan.

Costs

9. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.

Binding Effect

10. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

11. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

Severability

12. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

13. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

14. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 25th day of September, 2013.

9th October KAP KA

SIGNED, SEALED AND DELIVERED
this 25th day of September, 2013 in the
presence of: *KAP KA*

James E. Snow (seal)
A NOTARY PUBLIC IN AND FOR
The State of Michigan
Cass County
Address *241 S. Front St*
Dowagiac MI 49047
Telephone *269 782 2145*

City of Dowagiac

per: *Kevin P. Under*
City Mgr

SIGNED, SEALED AND DELIVERED
this 25th day of September, 2013 in the
presence of: *KAP KA*

James E. Snow (seal)
A NOTARY PUBLIC IN AND FOR
The State of Michigan
Cass County
Address *241 S. Front St*
Dowagiac MI 49047
Telephone *269 782 2145*

Forrest Finn, LLC

per: *Forrest Finn*

JAMES E. SNOW
NOTARY PUBLIC, STATE OF MI
COUNTY OF CASS
MY COMMISSION EXPIRES Sep 22, 2017
ACTING IN COUNTY OF *Cass*

AMORTIZATION SCHEDULE

Date	Payment (\$)	Principal Paid (\$)	Interest Paid (\$)	Total Interest (\$)	Balance (\$)
Tue Oct 1st, 2013	685.91	421.09	264.82	264.82	64,578.91
Fri Nov 1st, 2013	685.91	422.81	263.10	527.92	64,156.10
Sun Dec 1st, 2013	685.91	424.53	261.38	789.30	63,731.57
Wed Jan 1st, 2014	685.91	426.26	259.65	1,048.95	63,305.31
Sat Feb 1st, 2014	685.91	428.00	257.91	1,306.86	62,877.31
Sat Mar 1st, 2014	685.91	429.74	256.17	1,563.03	62,447.57
Tue Apr 1st, 2014	685.91	431.49	254.42	1,817.45	62,016.08
Thu May 1st, 2014	685.91	433.25	252.66	2,070.11	61,582.83
Sun Jun 1st, 2014	685.91	435.01	250.90	2,321.01	61,147.82
Tue Jul 1st, 2014	685.91	436.79	249.12	2,570.13	60,711.03
Fri Aug 1st, 2014	685.91	438.57	247.34	2,817.48	60,272.47
Mon Sep 1st, 2014	685.91	440.35	245.56	3,063.04	59,832.12
Wed Oct 1st, 2014	685.91	442.15	243.76	3,306.80	59,389.97
Sat Nov 1st, 2014	685.91	443.95	241.96	3,548.76	58,946.02
Mon Dec 1st, 2014	685.91	445.76	240.15	3,788.92	58,500.27
Thu Jan 1st, 2015	685.91	447.57	238.34	4,027.25	58,052.69
Sun Feb 1st, 2015	685.91	449.40	236.51	4,263.77	57,603.30
Sun Mar 1st, 2015	685.91	451.23	234.68	4,498.45	57,152.07
Wed Apr 1st, 2015	685.91	453.07	232.84	4,731.29	56,699.00
Fri May 1st, 2015	685.91	454.91	231.00	4,962.29	56,244.09
Mon Jun 1st, 2015	685.91	456.76	229.15	5,191.44	55,787.33
Wed Jul 1st, 2015	685.91	458.63	227.28	5,418.72	55,328.70
Sat Aug 1st, 2015	685.91	460.49	225.42	5,644.14	54,868.21
Tue Sep 1st, 2015	685.91	462.37	223.54	5,867.68	54,405.84
Thu Oct 1st, 2015	685.91	464.25	221.66	6,089.33	53,941.58
Sun Nov 1st, 2015	685.91	466.15	219.76	6,309.10	53,475.44
Tue Dec 1st, 2015	685.91	468.04	217.87	6,526.96	53,007.39
Fri Jan 1st, 2016	685.91	469.95	215.96	6,742.92	52,537.44
Mon Feb 1st, 2016	685.91	471.87	214.04	6,956.97	52,065.58
Tue Mar 1st, 2016	685.91	473.79	212.12	7,169.09	51,591.79
Fri Apr 1st, 2016	685.91	475.72	210.19	7,379.28	51,116.07
Sun May 1st, 2016	685.91	477.66	208.25	7,587.53	50,638.41
Wed Jun 1st, 2016	685.91	479.60	206.31	7,793.84	50,158.81
Fri Jul 1st, 2016	685.91	481.56	204.35	7,998.19	49,677.25
Mon Aug 1st, 2016	685.91	483.52	202.39	8,200.59	49,193.74
Thu Sep 1st, 2016	685.91	485.49	200.42	8,401.01	48,708.25
Sat Oct 1st, 2016	685.91	487.47	198.44	8,599.45	48,220.78
Tue Nov 1st, 2016	685.91	489.45	196.46	8,795.91	47,731.33
Thu Dec 1st, 2016	685.91	491.45	194.46	8,990.37	47,239.88
Sun Jan 1st, 2017	685.91	493.45	192.46	9,182.83	46,746.43
Wed Feb 1st, 2017	685.91	495.46	190.45	9,373.28	46,250.97
Wed Mar 1st, 2017	685.91	497.48	188.43	9,561.72	45,753.50
Sat Apr 1st, 2017	685.91	499.50	186.41	9,748.12	45,253.99
Mon May 1st, 2017	685.91	501.54	184.37	9,932.49	44,752.45
Thu Jun 1st, 2017	685.91	503.58	182.33	10,114.82	44,248.87
Sat Jul 1st, 2017	685.91	505.63	180.28	10,295.09	43,743.23
Tue Aug 1st, 2017	685.91	507.69	178.22	10,473.31	43,235.54
Fri Sep 1st, 2017	685.91	509.76	176.15	10,649.46	42,725.78
Sun Oct 1st, 2017	685.91	511.84	174.07	10,823.53	42,213.94
Wed Nov 1st, 2017	685.91	513.93	171.98	10,995.51	41,700.01
Fri Dec 1st, 2017	685.91	516.02	169.89	11,165.40	41,183.99
Mon Jan 1st, 2018	685.91	518.12	167.79	11,333.19	40,665.87
Thu Feb 1st, 2018	685.91	520.23	165.68	11,498.87	40,145.64
Thu Mar 1st, 2018	685.91	522.35	163.56	11,662.43	39,623.29

Sun Apr 1st, 2018	685.91	524.48	161.43	11,823.86	39,098.81
Tue May 1st, 2018	685.91	526.62	159.29	11,983.15	38,572.19
Fri Jun 1st, 2018	685.91	528.76	157.15	12,140.30	38,043.43
Sun Jul 1st, 2018	685.91	530.92	154.99	12,295.29	37,512.51
Wed Aug 1st, 2018	685.91	533.08	152.83	12,448.12	36,979.43
Sat Sep 1st, 2018	685.91	535.25	150.66	12,598.78	36,444.18
Mon Oct 1st, 2018	685.91	537.43	148.48	12,747.26	35,906.75
Thu Nov 1st, 2018	685.91	539.62	146.29	12,893.55	35,367.13
Sat Dec 1st, 2018	685.91	541.82	144.09	13,037.64	34,825.31
Tue Jan 1st, 2019	685.91	544.03	141.88	13,179.52	34,281.28
Fri Feb 1st, 2019	685.91	546.24	139.67	13,319.19	33,735.04
Fri Mar 1st, 2019	685.91	548.47	137.44	13,456.63	33,186.57
Mon Apr 1st, 2019	685.91	550.70	135.21	13,591.83	32,635.86
Wed May 1st, 2019	685.91	552.95	132.96	13,724.80	32,082.92
Sat Jun 1st, 2019	685.91	555.20	130.71	13,855.51	31,527.72
Mon Jul 1st, 2019	685.91	557.46	128.45	13,983.95	30,970.25
Thu Aug 1st, 2019	685.91	559.73	126.18	14,110.13	30,410.52
Sun Sep 1st, 2019	685.91	562.01	123.90	14,234.03	29,848.51
Tue Oct 1st, 2019	685.91	564.30	121.61	14,355.63	29,284.20
Fri Nov 1st, 2019	685.91	566.60	119.31	14,474.94	28,717.60
Sun Dec 1st, 2019	685.91	568.91	117.00	14,591.94	28,148.69
Wed Jan 1st, 2020	685.91	571.23	114.68	14,706.62	27,577.46
Sat Feb 1st, 2020	685.91	573.56	112.35	14,818.97	27,003.90
Sun Mar 1st, 2020	685.91	575.89	110.02	14,928.99	26,428.01
Wed Apr 1st, 2020	685.91	578.24	107.67	15,036.66	25,849.77
Fri May 1st, 2020	685.91	580.59	105.32	15,141.98	25,269.18
Mon Jun 1st, 2020	685.91	582.96	102.95	15,244.93	24,686.22
Wed Jul 1st, 2020	685.91	585.34	100.57	15,345.50	24,100.88
Sat Aug 1st, 2020	685.91	587.72	98.19	15,443.69	23,513.16
Tue Sep 1st, 2020	685.91	590.11	95.80	15,539.49	22,923.05
Thu Oct 1st, 2020	685.91	592.52	93.39	15,632.88	22,330.53
Sun Nov 1st, 2020	685.91	594.93	90.98	15,723.86	21,735.60
Tue Dec 1st, 2020	685.91	597.36	88.55	15,812.41	21,138.24
Fri Jan 1st, 2021	685.91	599.79	86.12	15,898.53	20,538.45
Mon Feb 1st, 2021	685.91	602.23	83.68	15,982.21	19,936.22
Mon Mar 1st, 2021	685.91	604.69	81.22	16,063.43	19,331.53
Thu Apr 1st, 2021	685.91	607.15	78.76	16,142.19	18,724.38
Sat May 1st, 2021	685.91	609.62	76.29	16,218.47	18,114.75
Tue Jun 1st, 2021	685.91	612.11	73.80	16,292.27	17,502.64
Thu Jul 1st, 2021	685.91	614.60	71.31	16,363.58	16,888.04
Sun Aug 1st, 2021	685.91	617.11	68.80	16,432.39	16,270.94
Wed Sep 1st, 2021	685.91	619.62	66.29	16,498.68	15,651.32
Fri Oct 1st, 2021	685.91	622.14	63.77	16,562.44	15,029.17
Mon Nov 1st, 2021	685.91	624.68	61.23	16,623.67	14,404.49
Wed Dec 1st, 2021	685.91	627.22	58.69	16,682.36	13,777.27
Sat Jan 1st, 2022	685.91	629.78	56.13	16,738.49	13,147.49
Tue Feb 1st, 2022	685.91	632.35	53.56	16,792.05	12,515.14
Tue Mar 1st, 2022	685.91	634.92	50.99	16,843.04	11,880.22
Fri Apr 1st, 2022	685.91	637.51	48.40	16,891.44	11,242.71
Sun May 1st, 2022	685.91	640.11	45.80	16,937.25	10,602.61
Wed Jun 1st, 2022	685.91	642.71	43.20	16,980.44	9,959.89
Fri Jul 1st, 2022	685.91	645.33	40.58	17,021.02	9,314.56
Mon Aug 1st, 2022	685.91	647.96	37.95	17,058.97	8,666.60
Thu Sep 1st, 2022	685.91	650.60	35.31	17,094.28	8,016.00
Sat Oct 1st, 2022	685.91	653.25	32.66	17,126.94	7,362.75
Tue Nov 1st, 2022	685.91	655.91	30.00	17,156.93	6,706.83

Thu Dec 1st, 2022	685.91	658.59	27.32	17,184.26	6,048.25
Sun Jan 1st, 2023	685.91	661.27	24.64	17,208.90	5,386.98
Wed Feb 1st, 2023	685.91	663.96	21.95	17,230.85	4,723.02
Wed Mar 1st, 2023	685.91	666.67	19.24	17,250.09	4,056.35
Sat Apr 1st, 2023	685.91	669.38	16.53	17,266.61	3,386.96
Mon May 1st, 2023	685.91	672.11	13.80	17,280.41	2,714.85
Thu Jun 1st, 2023	685.91	674.85	11.06	17,291.47	2,040.00
Sat Jul 1st, 2023	685.91	677.60	8.31	17,299.79	1,362.41
Tue Aug 1st, 2023	685.91	680.36	5.55	17,305.34	682.05
Fri Sep 1st, 2023	684.82	682.05	2.78	17,308.11	0.00

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 #18 for the period ending 06/05/14:

Invoices: \$289,816.10
Payroll: \$194,077.15
Total: \$483,893.25

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
\$289,816.10	\$194,077.15	\$483,893.25

ADOPTED on a roll call vote.

Ayes:

Nays:

Absent:

Abstain:

Kevin P. Anderson, City Manager

Vendor		Description	Amount
ABSOPURE WATER COMPANY	83197123	BOTTLED WATER/DEPOST - 26688 NUBOUR	43.25
ABSOPURE WATER COMPANY	83197120	BOTTLED WATER - 26461 NUBOUR	64.50
ABSOPURE WATER COMPANY	83197116	BOTTLED WATER/DEPOSIT - 25830 NUBOUR	51.00
ABSOPURE WATER COMPANY	54621467	H & C COOLER RENTAL	8.00
ABSOPURE WATER COMPANY	54624116	C & C COOLER RENT - 25830 NUBOUR	6.00
ABSOPURE WATER COMPANY	54629638	C & C COOLER RENT - 26688 NUBOUR	6.00
ACCOUNTING CONSULTANTS, PC	5-31-14	CONSULTING SVC THROUGH MAY 31ST	2,745.00
ACCOUNTING CONSULTANTS, PC	5-15-14	CONSULTING SVC THROUGH 5-15-14	2,610.00
ACCURATE STRIPING	1979	STREET STRIPING	2,864.59
ADORACIAN RADER	05-28-14	AWARD AMOUNT - ROOF REPAIR	250.00
AMERICAN ELECTRIC POWER	048-197-857-0-2	MARCELLUS HWY - ST LIGHT	10.14
ANGIE STEINMAN	6-4-14	HOUSING INCENTIVE AWARD AMT	600.00
APEX SOFTWARE	284265	ANNUAL MAINT. RENEWAL	235.00
ARSENEAU, STEVE	W5A624	REIMBURSE FOR ITEMS PURCHASED FOR SCHOOL	116.09
AUTOMATED ENERGY, INC	128	AMERIWOOD METER SUBSCRIPTION	105.00
BEATRIZ ROSALES	5-27-14	REIMBURSE - SEWER RODDING AT 610 N.	225.00
BIG C LUMBER	007-445622	CONCRETE MIX - CEMETERY FOUNDATIONS	235.88
BLUETARP FINANCIAL	30688964	FUEL TRANSFER PUMP #7	318.43
BLUETARP FINANCIAL	30644931	STEEL TANK FOR FUELING EQUIPMENT	343.11
BOLT DOCUMENT MANAGEMENT	1677	ANNUAL SERVICE/MAINT - LASERFICHE	2,494.00
BONNIE S. JUDAY	06-05-14	REISSUE OF CHECK #20501	119.87
C WIMBERLEY AUTOMOTIVE GROUP (FORD)	220801	DIAGNOSIS ENGINE #06 FLATBED RUNNING	324.29
C WIMBERLEY AUTOMOTIVE GROUP (FORD)	220805	#220 DART - OIL CHANGE	35.60
C WIMBERLEY AUTOMOTIVE GROUP (FORD)	220812	DART #110 OIL CHANGE	110.22
CASS COUNTY ROAD COMMISSION	801104	COLD PATCH	616.47
CASS OUTDOOR POWER EQUIPMENT, INC	102480	POSITIVE PRESSURE FAN 220	43.90
CATHI SEXTON	05-28-14	AWARD AMOUNT - TREE REMOVAL	200.00
CHRIS GRIGGS	06-05-14	REISSUE OF CHECK #19597	11.66
COMMUNITY ANSWERING SERVICE	262805272014	DISPATCHING SERVICES	209.40
CONESTOGA-ROVERS & ASSOCIATES	077667-03	MONITORING ACTIVITIES	3,591.50
CONESTOGA-ROVERS & ASSOCIATES	077667-07	OMM ACTIVITIES	2,393.11
CREATIVE VINYL SIGNS	26527	TEM. HANDICAP SIGN - RUSSOM FIELDS	27.00
DETROIT INDUSTRIAL TOOL	503799	CONCRETE/SAWBLADES	619.98
DETROIT INDUSTRIAL TOOL	0000503692	EXCHANGE CONCRETE SAW BLADES	(619.98)
DOHM'S PAT-CH GREENHOUSE	238566	FLOWERS DT POTS	858.88
DON HOVER	05-28-14	AWARD AMOUNT - ROOF REPAIR	300.00
ELECTIONSOURCE	23825	PREVENTATIVE MTCE 2014-15	720.00
ELMER'S LOCKSMITH	6649	PADLOCKS (PARKS)	129.00
FERRIER, PENNY M	6-5-14	MUSEUM CLEANING SERVICE-5-1 TO 5-31-14	331.50
FLEETMATICS USA, LLC	IN254706	VEHICLE TRACKING SERVICE	40.00
FLEIS & VANDENBRINK ENGINEERING INC	37787	WWTP - PROJECT PLAN AMENDMENT	1,257.43
FRONTIER	23118907970401035	PHONE SERVICE ENDING 5/20/14	1,764.25
GEMPLER'S	1020133685	SAFETY GLASSES/HARD HAT/VESTS/GLOVES	523.40
GRAMES TIRE & BATTERY, INC	3096	4 NEW TIRES/DEMOUNT & MOUNT/DISPOSAL	868.00
GREENWAY QUALITY LAWN CARE	05272014	BLIGHT MOWINGS	150.00
GREG GOETTEMOELLER	5-30-14	WATER TESTING REIMBURSEMENT	106.00
HAAS ALARMS AND SERVICE, INC	060860	ETHERNET CABLE	21.00
HACH COMPANY	8839161	LABORATORY SUPPLES - WWTP	549.50
HALE'S HARDWARE, INC	C16264	LANDSCAPE FABRIC	14.97
HALE'S HARDWARE, INC	D24246	WASP KILLER	11.94

Vendor		Description	Amount
HALE'S HARDWARE, INC	B30057	ADAPTOR	10.66
HALE'S HARDWARE, INC	C38652	FLEX COUPLINGS/3" PVC PIPE (307 CENTER	22.79
HALE'S HARDWARE, INC	D21041	BIT/PLIERS (DT TREE WELLS/#7)	33.24
HALE'S HARDWARE, INC	C27395	BIT (DT TREE WELLS)	5.61
HALE'S HARDWARE, INC	C68661	TRIMMER LINE	11.63
HALE'S HARDWARE, INC	D44662	CEMENT PAINT FOR MEMORIAL BASE	31.98
HALE'S HARDWARE, INC	C69074	BUILDING MTCE	19.39
HALE'S HARDWARE, INC	D43655	BASKETBALL NETS	9.57
HALE'S HARDWARE, INC	C50394	GLOVES	56.22
HALE'S HARDWARE, INC	B23332	FERTILIZER	52.35
HALE'S HARDWARE, INC	C10728	PAINT TRAY/COVER	11.21
HALE'S HARDWARE, INC	B22346	PAINT/ROLLER COVER/TRAY LINER	95.30
HALE'S HARDWARE, INC	C70874	FASTENERS/CONCRETE BIT - SARABYN DAM	25.47
HALE'S HARDWARE, INC	C70447	BLK ENAMEL PAINT (SARABYN DAM)	12.48
HALE'S HARDWARE, INC	C70880	CABLE/OUTLETS/CONDUIT	141.63
HANSON BEVERAGE SERVICE	910059	WWTP LAB WATER	40.50
HARDIN, R WAYNE	6-3-14	BLDG INSPECTIONS 5-6-14 TO 6-3-14	733.80
HARDING'S MARKET, INC	004062961635	HAND SANITIZER - DART	4.24
HARRIET ABSHAGER	05-28-14	AWARD AMOUNT - ROOF REPAIR	400.00
HARTLINE, BOBBIE JO	5-31-14	CONSULTATION WORK - MAY	1,755.00
HEATHER O'NEILL	05-28-14	AWARD AMOUNT - TREE REMOVAL	200.00
IBEX INSURANCE AGENCY	6-01-14	HEALTH INSURANCE PREMIUM-06/14	46,868.99
INERTIA CYCLEWORKS	220000053076	BIKE PATROL UNIFORM - STEVENS	119.98
INERTIA CYCLEWORKS	220000053078	BIKE CHAIN - PD	16.99
INTERNET BUSINESS SOLUTIONS	14387	MONTHLY WEBSITE MTCE	39.95
IRISH ACRES DISTRIBUTING	51914I-5	INSPECT HOISTS - DPS GARAGE	225.00
JESSIE RUPLE	6-4-14	REIMBURSE FOR SEWER RODDING AT 615	225.00
JONATHAN RUNYON	05-28-14	AWARD AMOUNT - REMOVED TREE	200.00
JUDD LUMBER COMPANY, INC	1405-606982	FARM MARKET ELECTRIC SUPPLIES	93.74
JUDD LUMBER COMPANY, INC	1405-606251	U-POST FOR FARMERS MARKET BANNER	35.96
JUDD LUMBER COMPANY, INC	1405-605846	CEMENT - CEMETERY FOUNDATIONS	21.46
JUDD LUMBER COMPANY, INC	1406-607556	LUMBER - FARM MARKET OUTLETS	9.16
JUDD LUMBER COMPANY, INC	1406-607553	TREATED LUMBER (SARABYN DAM)	27.18
JUDD LUMBER COMPANY, INC	1405-606918	CONCRETE - LOWE/SPRUCE STORM SEWER INLET	14.97
KENNETH SMITH, INC	IVC1003300	LIMESTONE - SARABYN DAM	189.00
KIESLER'S POLICE SUPPLY, INC	0708249D	AMMO	802.84
KLUG, PATRICIA	06-05-14	MILEAGE REIMBURSEMENT	9.04
KOONTZ-WAGNER CONST SERVICES LLC	126568-17	CREW SUPERVISION 04/23-05/20/14	568.00
LAKE MICHIGAN MAILERS, INC	302232	POSTAGE	5,000.00
LAUREN WOODHOUSE	06-05-14	REISSUE OF CHECK #20214	23.41
LEADER PUBLICATIONS, INC	101805	MISC PUBLICATIONS	1,028.85
LYNNE HIGGINS	05302014	REIMBURSE FOR WATER SAMPLING AT 26395	200.00
MARTINEZ III, AMERICO	06/02/2014	UB refund for account: 11-1929-22	84.32
MARTY MONTGOMERY	5-27-14	REIMBURSE FOR WATER SAMPLING	266.00
MAXIMUM FIRE PROTECTION	2020	FIRE EXT. - VEHICLES	30.00
MAXIMUM FIRE PROTECTION	2017	FIRE EXT. INSP/MTCE - CH	351.00
MAXIMUM FIRE PROTECTION	2016	FIRE EXT. INSP - ELEC WAREHOUSE	65.00
MAXIMUM FIRE PROTECTION	2018	FIRE EXT. INSP - DPS GARAGE	45.00
MAXIMUM FIRE PROTECTION	2019	FIRE EXT. INSP - GROUNDS	105.00
MAXIMUM FIRE PROTECTION	2022	FIRE EXT/INSP - WWTP	245.50

Vendor		Description	Amount
MAXIMUM FIRE PROTECTION	2023	FIRE EXT/INSP - WTP	80.00
MERRILL, DEBORAH	06-05-14	UMBRELLA FOR OUTSIDE TABLE	42.79
MI COMMUNITY ACTION AGENCY ASSOC	06/01/14	EU-MONTHLY PYMT ALLOCATION 06/14	11,408.42
MI MUNICIPAL WORKERS COMP FUND	12496201	WORK COMP PREMIUM	41,092.00
MICHIGAN POLICE EQUIPMENT CO	159655	AMMO	460.00
MIDWEST ENERGY	3503301	CCWS-WATER TOWER	1,149.66
MOBILITY TRANSPORTATION SERVICES	1299	DART REPLACEMENT BUS #220	63,183.00
MTL, INC	15520	MOWING RUSSOM PARK	710.00
NASH SERVICES, INC	13378	#103 - OIL CHANGE/RIGHT FRONT BRAKE HOSE	435.55
O'BOYLE COWELL BLALOCK AND ASSOC	5-22-14	RUSSOM PARK	6,466.50
PEERLESS-MIDWEST, INC	39315	CCWS - ANNUAL WELL TESTING	590.00
POLICE OFFICERS LABOR COUNCIL	06-05-14	REISSUE OF CHECK #19974	558.00
POWER LINE SUPPLY, INC	5829027	CONDUIT STRAPS (WO 13-1016)	66.96
POWER LINE SUPPLY, INC	5829029	SUSPENSION GRIPS - STOCK	229.84
POWER LINE SUPPLY, INC	5828390	CONDUIT STRAPS	66.96
POWER LINE SUPPLY, INC	5828447	RETURN CONDUIT STRAPS	(66.96)
POWER LINE SUPPLY, INC	5831341	COMP. CONNECTORS - STOCK	79.35
POWER LINE SUPPLY, INC	5831342	DISCONNECT SLEEVES	60.48
PRAIRIE RONDE REALTY	2129	JUNE RENT-DART	150.00
PRECISION DATA PRODUCTS	I0000409419	TONER/VGA ADAPTERS/USB DRIVES	162.48
PREFERRED PRINTING, INC	26949	BUSINESS CARDS - BAZAN	53.50
PRIORITY COMPUTER SERVICES, INC	201700	PC - UTILITY OFFICE	849.00
PVS TECHNOLOGIES, INC	186181	WWTP - FERROUS CHLORIDE	1,885.29
QUILL CORPORATION	3172999	JANITORIAL SUPPLIES	14.70
QUILL CORPORATION	3113196	JANITORIAL SUPPLIES	40.68
QUILL CORPORATION	3124413	JANITORIAL SUPPLIES	2,050.22
REAL PRO SOLUTIONS, LLC	LM2090	MOWING	370.00
REAL PRO SOLUTIONS, LLC	LM2095	BLIGHT MOWING	290.00
REAL PRO SOLUTIONS, LLC	LM2094	BLIGHT MOWING	210.25
REAL PRO SOLUTIONS, LLC	LM2092	CCWS MOWING - PENN PUMP HOUSES	90.00
REAL PRO SOLUTIONS, LLC	LM2093	CCWS MOWING - VANDALIA TOWER	70.00
REAL PRO SOLUTIONS, LLC	PC1651	BLIGHT CLEAN AND MOWING	149.00
REAL PRO SOLUTIONS, LLC	LM2096	BLIGHT MOWING	348.00
RIETH-RILEY CONSTRUCTION COMPANY	7169646	ASPHALT	97.43
RIETH-RILEY CONSTRUCTION COMPANY	7169672	ASPHALT	107.49
RIETH-RILEY CONSTRUCTION COMPANY	7169656	ASPHALT	101.13
RIETH-RILEY CONSTRUCTION COMPANY	7169560	ASPHALT	100.61
SCHILLING'S WASH & WAX	5-31-14	CAR WASH-PD	7.00
SCOTT'S CUSTOM LAWN CARE	000005	MOW - WWTP GROUNDS	175.00
SCOTT'S CUSTOM LAWN CARE	000004	MOW - RUDOLPHI TOWER	45.00
SCOTT'S CUSTOM LAWN CARE	000003	MOW - POPLAR SUBSTATION	50.00
SCOTT'S CUSTOM LAWN CARE	000002	MOW - TELEGRAPH SUBSTATION	30.00
SCOTT'S CUSTOM LAWN CARE	000001	MOW - METERING STATION	30.00
SCOTT'S CUSTOM LAWN CARE	000006	MOW - WWTP LAGOONS	500.00
SCOTT'S CUSTOM LAWN CARE	000004	MOW - RUDOLPHI TOWER	45.00
SCOTT'S CUSTOM LAWN CARE	000003	MOW - POPLAR SUBSTATION	50.00
SCOTT'S CUSTOM LAWN CARE	000002	MOW - TELEGRAPH SUBSTATION	30.00
SCOTT'S CUSTOM LAWN CARE	000001	MOW - METERING STATION	30.00
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SVC 4/15 - 5/15/14	13.26
SILVER CREEK TOWNSHIP	5-22-14	RUSSOM PARK PROJECT - ADDITIONAL PLAY	4,197.00

Vendor		Description	Amount
SIMMONS TREE & LAWN	05-20-14	MOW/TRIM CITY FACILITIES/PARKS	10,260.00
SIMMONS TREE & LAWN	6-1-14	MOW/TRIM CITY FACILITIES/PARKS	10,260.00
SIMPSON, KEN	140612	MAY 2014 ELECTRIC INSPECTIONS	821.40
SPRINGHILL SUITES	06-05-14	DAN WIGGINS 6/30/14 RESERVATION	79.50
STACY BORR	06-05-14	REISSUE OF CHECK #19997	73.27
STARKE & MENCHINGER CHAPEL	32196	OVERPAYMENT OF OPENING/CLOSING GRAVE	240.00
STATE OF MICHIGAN	ME-0200312	SALES & TAX-5/14	13,141.84
THE RIDGE COMPANY	566409	V-BELT #06CT	13.59
THE RIDGE COMPANY	566646	RETURN V-BELT #06CT	(13.88)
THE RIDGE COMPANY	566404	V-BELT #06CT	13.88
THE RIDGE COMPANY	564430	OIL FILTERS & SHOP TOWELS	116.90
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT 4/19 - 5/18/14	60.00
TURF SERVICES	33580	IRRIGATION START-UP/MATERIALS (CITY	290.40
TURF SERVICES	33659	SERVICE CALL - IRRIGATION/MATERIALS	258.95
UNIQUE CUTTING & METAL WORKS	1073	FABRICATE DEBRIS GATE - SARABYN DAM	537.00
UNIQUE CUTTING & METAL WORKS	1053	FIX SALT SPREADER DOOR	96.50
UNUM LIFE INSURANCE CO OF AMERICA	6-01-14	LIFE INSURANCE-06/14	1,028.33
VERIZON WIRELESS	9725612847	PHONE BILL FOR PERIOD ENDING 5/21/14	168.71
VERIZON WIRELESS	9725802675	MIFI CARD - MONTHLY SUBSCRIPTION	38.01
VERIZON WIRELESS	9725812845	VERIZON WIRELESS MONTHLY INVOICE	22.91
VERIZON WIRELESS	9725812825	TABLET - MONTHLY FEE PERIOD ENDING	136.85
WAINWRIGHT, EDDIE	6-3-14	PLUMB/MECH INSPECTIONS 3-26-14 TO 5-31-	2,236.00
WASTE MANAGEMENT OF MICHIGAN	4842632-2529-0	SPRING CLEAN-UP	14,431.54
WASTE MANAGEMENT OF MICHIGAN	7345318-2529-1	DUMPSTER - FIRE DEPT.	84.00
WASTE MANAGEMENT OF MICHIGAN	7344694-2529-6	SLUDGE DISPOSAL	119.50
WASTE MANAGEMENT OF MICHIGAN	7346448-2529-5	TRASH CART - 6/14	32.69
WASTE MANAGEMENT OF MICHIGAN	7345311-2529-6	DUMPSTER - GROUNDS DEPT	246.00
WASTE MANAGEMENT OF MICHIGAN	7345312-2529-4	DUMPSTER - WWTP	78.84
WASTE MANAGEMENT OF MICHIGAN	7345316-2529-5	DUMPSTER - CH	190.99
WASTE MANAGEMENT OF MICHIGAN	7345317-2529-3	DUMPSTER - DPS GARAGE	125.00
WIGHTMAN & ASSOCIATES, INC	47069	WWTP - ASSET MGMT PLAN/NPDES PERMIT	2,140.00
WIGHTMAN & ASSOCIATES, INC	47059	PROF SVCS - WWTP - CHLORINATION PERMIT	1,626.24
WIGHTMAN & ASSOCIATES, INC	47064	CASS AVE BRIDGE - LOAD RATING	1,753.51
WILBUR-ELLIS COMPANY	8018391	FERTILIZER & HERBICIDE	908.75
Total:			289,816.10

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

WHEREAS, the Michigan Open Meetings Law, Public Act 267 of the Public Acts of 1976 as amended, provides that public bodies may meet in closed session for the purpose to consider the purchase or lease of real property up to the time an option to purchase or lease that property is obtained; and

WHEREAS, the Mayor and City Council desire to meet with the City Manager and the City Attorney to discuss the purchase of real property.

NOW, THEREFORE, BE IT RESOLVED the City Council will hereby adjourn to closed session to discuss the purchase of real property.

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

Kevin P. Anderson, City Manager