



REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, August 11, 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 – July 28, 2014
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- COMMUNICATIONS –
1. 2014 Dowagiac Fly In-EEA 1028, September , 2014
 2. Annual Candle Light Vigil, October 2, 2014

RESOLUTIONS –

1. Resolution to authorize the Class & Compensation for non-bargaining employees for Fiscal Year 2014-15.
2. Resolution to authorize a State Trunkline Maintenance Contract with the Michigan DOT (MDOT).
3. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

BILLS
\$198,835.53

PAYROLL (#)
\$120,833.04

TOTAL
\$319,668.57

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

DOWAGIAC CITY COUNCIL MEETING

Monday, July 28, 2014

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

Mayor Lyons led the Pledge of Allegiance to the flag.

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

ABSENT: Councilmembers Bob B. Schuur and Charles K. Burling.

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 July 14, 2014 regular meeting be approved.

Approved unanimously.

Mayor Lyons moved Communication #2 on to Agenda.

COMMENTS FROM THE AUDIENCE (NON-AGENDA) –

Bob Sills, Three Rivers, MI, 59th District Candidate for House of Representatives (R)

PUBLIC HEARING

1. Public hearing to receive comment on the declaration of a public nuisance for the garage structure located at 305 Pennsylvania Avenue.

Mayor Lyons opened the public hearing at 7:15 pm.

Audience speaking: None

Mayor closed the public hearing at 7:15 pm

COMMUNICATIONS

1. 24th Annual Rod & Roll Classic Auto Show, August 16, 2014.

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

2. Amendment to Russom Park grant extending end date to November 1, 2014.

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

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RESOLUTIONS

1. Resolution to declare the garage structure at 305 Pennsylvania Avenue a public nuisance.

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

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

305 PENNSYLVANIA AVE

Tax #14-160-100-089-00

Described as follows: . DW 156 LOT 148, EX S 1 RD. ORIGINAL PLAT CITY OF DOWAGIAC.

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

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

WHEREAS, the Dowagiac City Council, upon due consideration and deliberation, determines that condemnation of certain structures situated at 305 PENNSYLVANIA AVE, City of Dowagiac, is necessary due to the deteriorated and/damaged condition and the inability of the structures to be economically rehabilitated, and such action must be taken in order to properly and adequately safeguard the public interest, and;

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dowagiac by the affirmative vote of its Council does hereby determine that certain structures situated upon the properties hereinabove described constitutes a public nuisance as defined by Chapter 38, Sections 38.71(13) and 38.41 of the Dowagiac City

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Code justifying abatement by the City pursuant to the powers granted in Chapter 12 of the Dowagiac City Charter and Chapter 38 of the Dowagiac City Code.

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

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

(xxxxx) Building () Electrical
() Plumbing () Heating
() Housing () Fire
() Other

BE IT FURTHER RESOLVED that said nuisances be abated, and that the owner of said premises, to-wit: PEET, DIANE, be and hereby is directed to demolish said nuisance by commencement of actions necessary to accomplish same within 5 days from the date of this resolution, and that said acts be completed, and said nuisances abated, no later than 10 days from the date of this resolution.

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

(xxxxx) Demolition

() Correction of the above-listed Code violations.

BE IT FURTHER RESOLVED that any costs incurred in the abatement of such conditions and nuisances are to be recovered through use of the withholding funds deposited with the City on July 29, 2014, issued under Public Act 495, 1980.

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

BE IT FURTHER RESOLVED that the City Clerk be and hereby is directed to forthwith send, by certified mail, return receipt requested, a copy of this resolution to the last

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known address of the property owner, or any person having an interest in said properties, as shown by the last general tax assessment roll of the City, together with copies of the Code Enforcement Report forms submitted in this matter.

ADOPTED Unanimously.

2. Resolution to authorize budget amendments for FY 2013-14 through the period July 22, 2014.

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

WHEREAS, the City administration has reviewed the attached budgets for the 2013-14 fiscal year and the actual revenues and expenditures through July 22, 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.

3. Resolution to authorize the rebuilding of a pump motor for Well 21A.

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

WHEREAS, the City of Dowagiac Department of Public Services (DPS) Staff has reviewed alternatives for repairing the pump motor at Well 21A, and;

WHEREAS, DPS recommends rebuilding the pump motor, and;

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the quote of \$26,000 from Peerless Midwest to rebuild the pump motor at Well 21A.

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

ADOPTED Unanimously.

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

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

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payrolls #22 for the period ending 7/24/14:

Invoices:	134,715.16
Payroll #22:	162,487.78
Total:	<u>\$305,867.29</u>

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

<u>Invoices</u>	<u>Payroll</u>	<u>Total</u>
\$134,715.16	\$162,487.78	\$305,867.29

ADOPTED on a roll call vote.

Ayes: Four (4) Dodd, Gross, Hunt, Laylin

Nays: None (0)

Absent: Two (2) Burling, Schuur

Abstain: None (0)

ORDINANCES

1. Second reading of an ordinance to approve the rezoning of 415 E. Prairie Ronde from the I-2 Heavy Industrial District to a Planned Unit Development (PUD).

ORDINANCE NO. _____, 2014

ORDINANCE-----

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

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THE CITY OF DOWAGIAC ORDAINS:

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

“Designate as "Planned Unit Development," certain described property in the City of Dowagiac, County of Cass, State of Michigan, more specifically described in Appendix "A", attached hereto and incorporated herein by reference "

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

ADOPTED on a Roll Call vote

Moved by: Dodd

Seconded by: Laylin

Ayes: Four (4) Laylin, Dodd, Gross, Hunt

Nays: None (0)

Absent: Two (2) Burling, Schuur

Abstain: None (0)

COMMENTS FROM CITY OFFICIALS –

RESOLUTIONS, Continued (CLOSED SESSION)

5. Resolution to adjourn to a closed session to consider the purchase or lease of real property.

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

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

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

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

WHEREAS, the Mayor and City Council desire to meet with the City Manager to discuss collective bargaining negotiation issues, litigation and the purchase or lease of real property.

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council will hereby adjourn to closed session to discuss collective bargaining issues, litigation and the purchase or lease of real property.

ADOPTED on a roll call vote.

Ayes: Four (4) Laylin, Dodd, Gross, Hunt

Nays: None (0)

Absent: Two (2) Burling, Schuur

Abstain: None (0)

CLOSED SESSION

TIME: 7:29 PM

LATER: 7:48 PM

Closed Session Recess and return to Open Session.

RESOLUTIONS, Continued (CLOSED SESSION RECESS)

6. Resolution to authorize agreement with Forrest Finn for limited funding for the completion of the theatre project at 115 South Front Street.

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

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

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WHEREAS, the developer, Forrest Finn LLC, has here-to-fore operated under the terms of the Blight Elimination Grant, and;

WHEREAS, the remainder of the project has been deemed ineligible for the MSHDA Grant in the amount of \$120,000, and:

WHEREAS, a settlement agreement between the City of Dowagiac and Forrest Finn, LLC has been developed to allow for completion of the project.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the settlement agreement with Forrest Finn, LLC.

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

ADOPTED Unanimously.

CLOSED SESSION (RESUME)

TIME: 7:50 PM

LATER: 8:06 PM

Upon motion by Councilmember Laylin and seconded by Councilmember Dodd, the Dowagiac City Council adjourned at 8:06 PM.

Donald D. Lyons, Mayor

Kevin P. Anderson, City Manager

EVENTS APPROVAL FORM

Event: Fly In and Breakfast
Date: September 28, 2014 Municipal Airport - 6 am - Noon
Sponsoring Organization: Experimental Aircraft Association (EAA)
Contact Person(s): Vic Cuthbert & Oscar Azevedo
Contact Person's Telephone: 269.782.6056 & 269.591.0054

CITY MANAGER:

Final Approval

Denial

Comments: _____

Signature _____ Date _____

Department Heads:

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

DEPARTMENT OF PUBLIC SAFETY:

Approval

Approval with conditions

Denial

Comments: _____

Signature St. L. Hummel Date 8/6/14

DEPARTMENT OF PUBLIC SERVICES:

Approval

Approval with conditions

Denial

Comments: _____

Signature James Bird Date _____

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

Experimental Aircraft Association
Chapter 1028 at Dowagiac C91
Dowagiac, MI 49047

August 5, 2014

Re: 2014 Dowagiac Fly In

To:
Mr. Anderson, City Manager and City Council Members,

The members of the local EAA Chapter would like to request permission from the City to host our 2014 Dowagiac Fly In breakfast at the Dowagiac Municipal Airport on Sunday September 28th from 6am to Noon.

Arrangements have been made for the 2014 Dowagiac Fly In, to feature a special and rare appearance of a large group of WWII era warbirds and trainers, including a rare P-51 Mustang "Gunfighter", Corsair, TBM, several T-6's and Stearman Biplanes.

We would also request your permission to the use of the Airport's Snow Plow Building to hold a public breakfast hosted by and to benefit the Dowagiac Lyons Club.

With this request, find enclosed, the 2014 Dowagiac Fly In-EAA 1028, Certificate of Liability Insurance with the City named as certificate holder, and a preliminary advertising sample.

We appreciate your consideration to our request.

Respectfully,

Oscar Azevedo
EAA 1028 Event Chairman

DOWAGIAC

EAA 1028 FLY IN MICHIGAN

WARBIRDS

ROUNDUP

SEPT. 28TH 2014
7 to 11AM



FEATURING THE FAMOUS: P-51 MUSTANG "GUNFIGHTER"
ALONG WITH THE RARE: CORSAIR & TBM
AND A SQUADRON OF: STEARMANS, T-6S & MORE!

ALL TYPES OF AIRCRAFT WELCOME

PANCAKE BREAKFAST
HOSTED BY THE LIONS CLUB

FLY IN
SUPPORTED BY:

BLUE MECHANICAL
CONTRACTORS, INC.

Lyons®
The finishing touch.



FREE
ADMISSION

Fly to Info: Vg Cuhls
Warbird Info: Casey
Aircraft appearances: [unreadable]



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Attn: Karen Kryzaniak P.O. Box 3086 Oshkosh, WI 54903-3086	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Insured Chapter named above is covered per the terms and conditions of Endorsement #5 – SPM001 (12/2009) – ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION (Activities Of And Events Sponsored Directly By A Chapter) attached to the Aviation Operations Liability policy evidenced above.

Experimental Aircraft Association and EAA Aviation Foundation, Inc., et al.
 Schedule of Insurers for the period December 1, 2013 – December 1, 2014 under Insurer Letter A.

Insurers:

Global Aerospace, Inc.
 Policy No. 13000709

Various London Underwriters
 Policy No. AP082213

Old Republic Insurance Co.
 Policy No. AP00887812

XL Specialty Insurance Co.
 Policy No. UA00001893AV13A

National Union Fire Insurance Co. of Pittsburgh
 Policy No. PL1853274-09

Catlin Insurance Co.
 Policy No. NQC4028247

The insurance is provided by separate insurers. The liability of these is several and not joint.

EVENTS APPROVAL FORM

Event: Annual Candle Light Vigil
Date: October 2, 2014 Beckwith Park 6pm - 8 pm
Sponsoring Organization: Domestic and Sexual Abuse Services (DASAS)
Contact Person(s): Rita Reed, Director of Volunteer and Emergency Services
Contact Person's Telephone: (269) 273-6154 ext.109

CITY MANAGER:

Final Approval Denial

Comments: _____

Signature _____ Date _____

Department Heads:

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

DEPARTMENT OF PUBLIC SAFETY:

Approval Approval with conditions Denial

Comments: _____

Signature St. L. H. ell Date 8/6/14

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature James Bradford Date _____

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

Bobbie Jo Hartline

From: Anderson, Kevin
Sent: Tuesday, August 05, 2014 2:08 PM
To: Bobbie Jo Hartline
Subject: FW: Cass County Candle Light Vigil

For the next council agenda under communications. A special event form will need to be circulated.

Kevin Anderson
City Manager
P.O. Box 430
City of Dowagiac, MI 49047

Direct: 269-783-2530
Mobile: 269-462-2820
Fax: 269-782-9744

From: Rita Reed [mailto:ritar@dasasmi.org]
Sent: Tuesday, August 05, 2014 1:26 PM
To: Anderson, Kevin
Subject: Cass County Candle Light Vigil

Good afternoon Mr. Anderson,

Thank you for getting back with me regarding the October Domestic and Sexual Abuse Services (DASAS) annual Candle Light Vigil. I am requesting in writing to use the Beckwith Park area for DASAS'S October 2, 2014, Candle Light Vigil from 6pm to 8pm. I trust that this email is sufficient and if not please contact me at the information below.

Sincerely,

--
"Rita Reed, Director of Volunteer and Emergency Services
P.O. Box 402
Three Rivers, MI 49093
(269) 273-6154 ext.109
email ritar@dasasmi.org
www.dasasmi.org

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CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: August 8, 2014

SUBJECT: Classification and Compensation System Annual Amendment

A resolution is on Monday's agenda for the purpose of amending the City's non-union Classification and Compensation System to be effective October 1, 2014. The recommendation is that the Classification and Compensation wage scales be increased by 2.0%. This increase is consistent with proposed collective bargaining agreements currently on the table with POLC and budgeted amounts for the upcoming year. It is also important to note that the amount that the City contributes towards health insurance is now capped.

Attached you will find a memo from Assistant City Manager, Rose Scherr, that details the Classification and Compensation System pay ranges that are proposed.

RECOMMENDATION

I recommend that Council approve the City's non-union Classification and Compensation System to be effective October 1, 2014.

Support Documents:

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

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

WHEREAS, Section 7.7 of the Dowagiac City Charter sets forth the duties of the City
Manager, and;

WHEREAS, the City Manager shall see that all laws, ordinances, rules and regulations adopted
by the City Council and provisions of the Charter are properly enforced, and;

WHEREAS, the City Manager shall recommend to the Council for consideration such
measures as he may deem necessary and expedient, and;

WHEREAS, the City Manager recommends to Council the approval of an annual fiscal year
adjustment of 2.0% to the Classification and Compensation System as attached
hereto.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote
of its City Council, does hereby approve and adopt the annual fiscal year
adjustment of 2.00% to the Classification and Compensation System attached
hereto effective October 1, 2014.

ADOPTED/REJECTED

EXHIBIT "A"

2014-2015

City of Dowagiac

Non-Union Classification & Compensation System

Grade Structure and Annual Salary Ranges

Exempt and Non-Exempt Employees (FT)

Grade	Position	Minimum	Maximum
1	DART Driver	16,174	26,584
2	Customer Services Representative	27,153	35,299
3	Payroll Clerk	29,191	37,948
4	Chief Technician Executive Secretary (Police Department) Customer Services-Building Assistant	32,110	41,740
5	CAD Operator Customer Services Administrative Assistant Utility Specialist	34,518	44,874
6	Fire Fighter Grounds Foreman Customer Services Office Manager	37,970	49,361
7	Fire Lieutenant Computer Information Technician Museum Director	40,817	53,060
8	Fire Captain Public Works Operations Superintendent	43,879	57,042
9	Deputy Police Chief Deputy Fire Chief	49,363	64,173
10	Building Official HR Director/Asst. City Manager	59,238	77,007
11	Director of Public Safety Director of Public Services	65,436	85,066

Across the board increase:

2.00%

EXHIBIT "B"

2014-2015

City of Dowagiac

Non-Union Classification & Compensation System

Grade Structure and Hourly Wage Ranges

Part-time/Seasonal/On-Call

Grade	Position	Minimum	Maximum
1	DART Driver Compost Site Attendant Seasonal Grounds Maintenance PTOC Fire Personnel	7.78	12.78
2		13.05	16.97
3		14.03	18.24
4	Code Enforcement Officer Executive Secretary (City Manager Office)	15.44	20.07
5		16.60	21.57
6		17.63	23.73
7		18.95	25.51
8		20.38	27.42
9		22.92	30.85
10		27.51	37.02
11		30.39	40.90

EXHIBIT "C"

**2014-2015
City of Dowagiac
Non-Union Classification & Compensation System
Grade Structure and Annual Salary Ranges
Full-Time Nonexempt**

Grade	Position	Minimum	Maximum
1	DART Driver	7.78	12.78
2	Customer Services Representative	13.05	16.97
3	Payroll Clerk	14.03	18.24
4	Chief Technician Executive Secretary Customer Services-Building Assistant	15.44	20.07
5	CAD Operator Customer Services Administrative Assistant Utility Specialist	16.60	21.57
6	Fire Fighter ("Special 7k Work Period") Grounds Foreman	13.31 17.63	17.30 23.73
7	Fire Lieutenant ("Special 7k Work Period")	14.31	18.60
8	Fire Captain ("Special 7k Work Period") Public Works Operations Superintendent	15.38 20.38	19.99 27.42
9		22.92	30.85
10		27.51	37.02
11		30.39	40.90

EXHIBIT "D"**2014-2015****City of Dowagiac****Non-Union Classification & Compensation System****Grade Structure and Annual Salary Ranges****Exempt Employees Full & Part-Time**

Grade	Position	Minimum	Maximum
1		16,174	26,584
2		27,153	35,299
3		29,191	37,948
4		32,110	41,740
5		34,518	44,874
6		36,675	49,361
7	DDA Program Director (PT) Computer Information Technician Museum Director	39,426	53,060
8		42,383	57,042
9	Deputy Police Chief Deputy Fire Chief	47,680	64,173
10	Building Official HR Director/Asst. City Manager	57,218	77,007
11	Director of Public Safety Director of Public Services	63,205	85,066

CITY OF DOWAGIAC

Interdepartmental Memo

TO: Kevin Anderson, City Manager

FROM: Rozanne Scherr, HR Director/Assistant City Manager

RE: Classification & Compensation System FY 2014-15

DATE: August 7, 2014

As discussed, attached is the proposed update to the Classification & Compensation System for Fiscal Year 2013-14. Presentation is consistent with past years in keeping with the desire to provide transparency. The 2.0% across the board increase is consistent with proposed union scale increases currently on the table with POLC. Following is an in-depth explanation of the structure of the system:

Exhibit "A" provides a compilation of exempt (full- & part-time) and full-time nonexempt positions with the minimum and maximum annual salary ranges. This information is similar to prior years.

Exhibit "B" provides a compilation of part-time, seasonal and on-call positions with hourly wage rate minimums and maximums.

Exhibit "C" shows those positions classified as nonexempt that are subject to overtime provisions under the Fair Labor Standards Act (FLSA). Please note that Fire Department employees have a notation of "Special 7k Work Period" next to their titles and a lower hourly rate. Under the FLSA, public-sector (government) fire departments may establish special "7(k) work periods" for sworn firefighters, which can increase the FLSA overtime "thresholds" beyond the normal 40 hour week. Firefighters covered by these special work periods are entitled to FLSA overtime only for hours worked in excess of a threshold set by the Department of Labor. For example, in a 28 day work period, fire fighters would be entitled to FLSA overtime only for hours actually worked over 212 during that 28 day period (in essence, a 53 hour work week). "7(k)" refers to the section of the FLSA in which these special rules are contained, 29 USC §207(k). Thus, the hourly rate for a full-time fire employee is the annual salary calculated on a 106 hour bi-weekly work period.

Exhibit "D" provides the list of positions classified as exempt from overtime. There are a variety of exemption classifications, including executive, administrative, computer and highly compensated individuals. Each of the employees in the exempt category fit within the required exemptions criteria. Outside of a formal agreement for specific part-time work expectations, all other full-time employees in this category are paid a set salary per pay period whether they work 80 hours per bi-weekly pay period or 100 hours per bi-weekly pay period.

After you have had the opportunity to review this information, should you have any questions or comments please do not hesitate to contact me. However, if you approve of the changes and modifications contained herein, please forward this information to City Council for their review.

MEMO

TO: Mayor and Council Members

FROM: Kevin P. Anderson, City Manager

DATE: August 8, 2014

RE: State Trunkline Maintenance Contract with MDOT

The attached MDOT contract that calls for the City to be reimbursed for maintenance services for work that City crews perform on the state trunklines (M-51 and M-62) within the city is attached for Council consideration and action. The current State Trunkline Maintenance Contract will expire September 30, 2014.

The City has had this agreement with MDOT for many years and an updated contract is necessary for us to continue to be reimbursed for these activities. The contract is for a standard five (5) years, with DPS Director Jim Bradford designated as Maintenance Superintendent. The contract would cover the period October 1, 2014 through September 30, 2019.

RECOMMENDATION

Approve the contract between the City and MDOT for certain street improvements within the city limits.

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

WHEREAS, the Michigan Department of Transportation (MDOT) has for many years maintained an agreement with the City of Dowagiac, pursuant to which the City provides maintenance services for those state trunklines within its corporate boundaries (both M-51 and M-62), and

WHEREAS, under this agreement, the State of Michigan reimburses the City of Dowagiac for the costs associated with such maintenance, and

WHEREAS, MDOT desires to enter into an updated contract in order to continue to employ the City of Dowagiac for the provision of maintenance services, and

WHEREAS, the attached contract, as prepared by MDOT, has been reviewed by the City Administration and subsequently recommended for approval.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, does hereby approve and enter into a contract between Michigan Department of Transportation, as attached hereto and by reference made a part hereof, for the provision of maintenance services on state trunklines within the corporate boundaries of the City of Dowagiac.

BE IT FURTHER RESOLVED that James Bradford is hereby designated as the City of Dowagiac's Maintenance Superintendent under this contract and that the Mayor and Clerk respectively be authorized and empowered to act as signators for the execution of same.

ADOPTED/REJECTED

MICHIGAN DEPARTMENT OF TRANSPORTATION

STATE TRUNKLINE MAINTENANCE CONTRACT

CITY OF DOWAGIAC

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as "MDOT," and the City of Dowagiac, a Michigan municipal corporation, hereinafter referred to as the "MUNICIPALITY."

RECITALS:

MDOT has affirmatively found that contracting with this MUNICIPALITY for the maintenance of state trunklines and bridges within its jurisdiction is in the best public interest; and

1925 PA 17 Section 2, MCL 250.61 *et seq*; authorizes MDOT to contract with the MUNICIPALITY for the construction, improvement, and/or maintenance of state trunkline highways. MDOT, subject to the approval of State Administrative Board, will do all acts or things necessary to carry out the purpose of 1925 PA 17 *supra*; and

MDOT has so advised the State Transportation Commission and the Appropriations Committee of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11(c), MCL 247.661(c).

It is agreed as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The MUNICIPALITY will provide personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of this Contract. The MUNICIPALITY will furnish MDOT, upon request, with an organizational chart showing garage locations, names of supervisory personnel, and any other information incidental to the performance under this Contract.

Section 2. SCOPE OF WORK

- a. The MUNICIPALITY will perform maintenance work at the direction of MDOT'S Region Engineer or a designee of the REGION ENGINEER

hereinafter referred to as the "REGION ENGINEER" or, acting under the general direction of the ENGINEER OF OPERATIONS FIELD SERVICES DIVISION, hereinafter referred to as the "ENGINEER OF OPERATIONS". Work for the Operations Division, including permit issuance and inspection, under this Contract will be performed in accordance with accepted maintenance practices on those sections of state trunkline highway as identified in a written Letter of Understanding.

- i. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the MUNICIPALITY. The letter shall remain in effect until either replaced or modified by the REGION ENGINEER and approved by the MUNICIPALITY. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 - ii. The executed Letter of Understanding and all subsequent approved revisions thereto, is incorporated herein by reference as if the same were repeated in full herein.
 - iii. If the MUNICIPALITY is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the MUNICIPALITY will immediately notify MDOT. MDOT will work with the MUNICIPALITY to ensure that the services defined in the Letter of Understanding are performed.
- b. Whenever the MUNICIPALITY performs permit assistance and inspection on behalf of MDOT:
- i. MDOT will require as a condition of the issuance of all permits as to which the MUNICIPALITY will perform services for MDOT, pursuant to this Contract, that the Permittee save harmless the State of Michigan, the Transportation Commission, the Department of Transportation and all officers, agents and employees thereof and the MUNICIPALITY, its officials, agents and employees against any and all claims for damages arising from operations covered by the permit.
 - ii. MDOT, for all permit activities for which it wishes the MUNICIPALITY to perform permit services for the DEPARTMENT pursuant to this Contract, will further require that

the Permittee, except as to permits issued to governmental entities and public utilities or unless specifically waived by the MUNICIPALITY in writing, provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X, C, & U, and contractor's protective liability with a blasting endorsement when blasting is involved or commercial general liability insurance that includes all the above, naming as additional parties insured on all such policies the State of Michigan, the Michigan Transportation Commission, MDOT and all offices, agents and employees thereof, the MUNICIPALITY, its officials, agents and employees and that the Permittee provide to MDOT written proof of said insurance.

iii. The amounts of such insurance will be no less than the following:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

c. Special maintenance work, work not covered by the Line Item Budget, and work for any other Division of MDOT (non-maintenance work) may be performed under the terms of this Contract only upon written authorization approved by the REGION ENGINEER. Emergency work may be performed based on verbal approval given by the REGION ENGINEER and subsequently supported in writing. Work performed by the MUNICIPALITY for any Division other than the Maintenance Division will be supervised by the Division issuing a state Transportation Work Authorization (TWA).

Transportation Work Authorizations (TWA's) may be issued by the REGION ENGINEER for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the MUNICIPALITY or a subcontractor as set forth in Section 9. TWA's will be performed in accordance with MDOT'S accepted maintenance practices and specifications as specified on the TWA. The MUNICIPALITY will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The MUNICIPALITY and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this contract.

The MUNICIPALITY shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The MUNICIPALITY and MDOT may also enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- d. The REGION ENGINEER is authorized to issue written orders, as are necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The MUNICIPALITY will furnish sufficient personnel, equipment, and approved material as needed to perform maintenance on state trunkline highways. Personnel and equipment will be used on municipal streets and state trunkline highways as conditions warrant.

Section 4. CONTRACT ADMINISTRATOR

The MUNICIPALITY hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the contract. In the event the MUNICIPALITY desires to replace the Contract Administrator, the MUNICIPALITY will notify MDOT in writing.

Section 5. MAINTENANCE SUPERINTENDENTS AND CONTACTS

The MUNICIPALITY hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): _____

Signal/electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this contract. In the event the MUNICIPALITY desires to replace the designated contacts, the MUNICIPALITY will notify MDOT in writing.

Section 6. WAGE SCHEDULE

Wages paid by the MUNICIPALITY for work on state trunkline highways will be the same as on street work for the MUNICIPALITY.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the MUNICIPALITY for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND MATERIAL SPECIFICATIONS

Material necessary for the performance of this Contract may, at the option of the MUNICIPALITY, be purchased by the MUNICIPALITY unless otherwise directed by the REGION ENGINEER. The MUNICIPALITY shall advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The MUNICIPALITY shall retain documentation that such bids were taken for at least three (3) years following final payment made for such purchases. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), and traffic control devices used on state trunkline highways by the MUNICIPALITY will conform to current or supplemental specifications approved by MDOT, unless otherwise approved in advance by the REGION ENGINEER. The REGION ENGINEER may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by that MUNICIPALITY and the REGION ENGINEER. If MDOT-owned materials are stored jointly with MUNICIPALITY-owned materials, proper and adequate inventory records must be maintained by the MUNICIPALITY, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials supplied by the MUNICIPALITY, including aggregates and bituminous materials using raw materials either partially or wholly obtained from municipally-owned property, municipally-leased (in writing) property, or by written permit from state or privately-owned property, may be furnished at a firm unit price, subject to approval of source and price by the REGION ENGINEER. Firm unit prices are not subject to unit price adjustment by audit.

MDOT may audit all records necessary to confirm accuracy of quantities for which reimbursement is requested. Reimbursement for all materials supplied by the MUNICIPALITY that are not included in the firm unit price schedule will be in accordance with Subsection 16(d). Firm unit prices may be changed, added, or deleted upon written request by the MUNICIPALITY and approval by the REGION ENGINEER at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

ITEM KIND	ITEM LOCATION	PRICE UNIT	PRICE INCLUDES*	PER UNIT

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may audit all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List for which the MUNICIPALITY requests reimbursement.

Listed items purchased from a vendor source or vendor stockpile for direct use on the trunklines are not eligible for firm unit price consideration and should be billed at vendor cost.

Section 9. SUBCONTRACTS

The MUNICIPALITY may subcontract any portion of the work to be performed under this contract. Bid/price solicitation and subcontracts will be in conformance with the MUNICIPALITY's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the MUNICIPALITY to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents, and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the MUNICIPALITY and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the REGION ENGINEER. The MUNICIPALITY will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the MUNICIPALITY pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the REGION ENGINEER. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty

(30) days of completion of emergency work for contracts of \$250,000 or greater. Work will be completed according to MDOT Emergency Guidelines.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the MUNICIPALITY or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of Cleaning Drainage Structures, Roadway Sweeping and Flushing or Grass and Weed Control, the MUNICIPALITY will include a cancellation clause that will allow the MUNICIPALITY to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years, said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- a. **Subcontracts \$24,999 or less:** The MUNICIPALITY will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.
- b. **Subcontracts \$25,000 or greater:** The MUNICIPALITY will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$250,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

- a. In connection with the performance of maintenance work under this Contract, the MUNICIPALITY (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this Contract.
- b. During the performance of this Contract, the MUNICIPALITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix G referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix G, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. The MUNICIPALITY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix H, dated October 1, 2005, attached hereto and made a part hereof.

Section 11. ANTI-KICKBACK

No official or employee of the MUNICIPALITY or of the State of Michigan will receive direct or indirect remuneration from purchases of materials, supplies, equipment, or subcontracts required for trunkline highway maintenance purposes.

Section 12. JURISDICTION OF STATE TRUNKLINE HIGHWAY

It is declared that the work performed under this Contract is a governmental function that the MUNICIPALITY performs for MDOT. This Contract does not confer jurisdiction upon the MUNICIPALITY over the state trunkline highways encompassed by this contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction in the MUNICIPALITY over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- a. The MUNICIPALITY will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan. Insurance coverage shall include owned, non-owned, and hired motor vehicles. Such insurance shall be not less than Two Hundred

Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit shall also comply with Michigan No-Fault Automobile Insurance laws. The MUNICIPALITY shall also provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability.

In the event the MUNICIPALITY is self-insured, a copy of the Secretary of State's certificate of self-insurance shall be submitted to MDOT.

- b. In the event that the MUNICIPALITY receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the MUNICIPALITY for its alleged acts or omissions on a state trunkline highway, the MUNICIPALITY shall provide a copy of such notice within fifteen (15) days of receipt of said notice or complaint to the Assistant Attorney General in Charge, hereinafter referred to as the "ASSISTANT ATTORNEY GENERAL," Van Wagoner Building, 4th Floor, 425 West Ottawa Street, Lansing, Michigan, 48909. Thereafter, the MUNICIPALITY shall provide copies of pleadings and other information regarding the claims or lawsuits when requested by the ASSISTANT ATTORNEY GENERAL and shall comply with all the obligations, duties and requirements of the general liability policy provided herein.

Section 14. WORKERS' DISABILITY COMPENSATION

The MUNICIPALITY will comply with the Michigan Workers' Disability Compensation Law as to all employees performing work under this Contract.

Section 15. BUDGET MANAGEMENT FOR MUNICIPALITIES WITH A BUDGET OF \$200,000 OR MORE (OPTIONAL FOR OTHER MUNICIPALITIES)

Each MDOT fiscal year, for Municipalities with a budget of \$200,000 or more, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT.

Prior to the development of an annual budget by the REGION ENGINEER, the MUNICIPALITY and REGION ENGINEER will meet and develop a proposed work plan which will include a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month, and form the basis of the non-winter maintenance budget for the MUNICIPALITY for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total MUNICIPALITY budget is not exceeded. The REGION ENGINEER will work with the MUNICIPALITY to reach agreement on the components

of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the MUNICIPALITY's contract area, as well as the size of the MUNICIPALITY's staff that is available for state trunkline Highway maintenance. The REGION ENGINEER and the MUNICIPALITY will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The MUNICIPALITY will work with the REGION ENGINEER to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, State Salt Stores, MUNICIPALITY-supplied road salt, winter sand, other de-icing chemicals and overhead.

The REGION ENGINEER and the MUNICIPALITY will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the REGION ENGINEER and the MUNICIPALITY.

The REGION ENGINEER and MUNICIPALITY will meet between March 1 and May 15 of each budget year to discuss a supplemental non winter program. The supplemental non winter program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget; review the status of current and future bills for winter maintenance and propose a supplemental non winter program. The proposed work activities will be prioritized to support MDOT'S preservation strategy (APPENDIX I).

Section 16. REQUEST FOR REIMBURSEMENT

MDOT will reimburse the MUNICIPALITY for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the audit for each respective year of the Contract period.

- a. MDOT'S share of the actual cost of all direct labor employed in the performance of this Contract, including the expense of permit inspection, field and office engineering, and including audit expenses in connection with projects on force account work by subcontractors.
- b. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed

using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the MUNICIPALITY on the MUNICIPALITY'S previous fiscal years' experience. These charges are subject to audit in accordance with Section 25.

- c. MDOT'S share of the actual cost of MUNICIPALITY owned or purchased energy.
- d. MDOT will reimburse the MUNICIPALITY for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this contract. The MUNICIPALITY shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- e. MDOT will reimburse the MUNICIPALITY for the cost of handling materials furnished by the MUNICIPALITY and materials furnished by MDOT as follows:
 - i. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the MUNICIPALITY.
 - ii. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the MUNICIPALITY, charges for handling and storage in excess of five percent (5%) will be reimbursed to the MUNICIPALITY upon audit, provided that these charges can be identified and supported within the records of the MUNICIPALITY.
- f. Equipment owned by the MUNICIPALITY will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- g. The amounts paid by the MUNICIPALITY to a subcontractor, as provided for in Section 9.

- h. The cost to the MUNICIPALITY for labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- i. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the MUNICIPALITY for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the MUNICIPALITY and shall not change.

The overhead amount payable under Section 16(i) is reimbursement to the MUNICIPALITY for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(k)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on MUNICIPALITY owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- j. MDOT will reimburse the MUNICIPALITY for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the MUNICIPALITY and MDOT.
- k. Requests for reimbursement to be made quarterly on the basis of certified statement of charges prepared and submitted by the MUNICIPALITY within thirty (30) days from the end of each quarter on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each quarter will include written justification for the delay and will be paid only upon approval of the REGION ENGINEER. Upon written request to the REGION ENGINEER, payment may be made to the MUNICIPALITY on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. MUNICIPALITIES with a line item budget contract of \$200,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- l. The MUNICIPALITY will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections

of state trunkline highways in accordance with written instructions from the REGION ENGINEER. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The MUNICIPALITY may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

Section 17. ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). The MUNICIPALITY is required to register to receive payments of EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

Section 18. WINTER MAINTENANCE

The MUNICIPALITY will be compensated for winter maintenance on the basis of actual expenditures only. MDOT will share in the cost of snow hauling when each snow hauling effort is approved by the REGION ENGINEER. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of _____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the REGION ENGINEER. The MUNICIPALITY should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the REGION ENGINEER shall be required and kept on file for audit purposes.

The MUNICIPALITY agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

Section 19. PAVEMENT MARKING

Compensation for the item of Pavement Marking will be made on the basis of actual expenditure only, except in no case will the MUNICIPALITY be compensated for a total

expenditure in excess of the amount designated for pavement marking in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Pavement Marking is limited to only painting authorized by the REGION ENGINEER. The MUNICIPALITY shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

Section 20. COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Sweeping and Flushing (activity 132), Grass and Weed Control (activity 126) and Roadside Clean up (activity 124) will be made on the basis of actual expenditures only, except that in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the MUNICIPALITY and REGION ENGINEER; and reflected in each line activity budget amount.

Section 21. TREES AND SHRUBS

Except for emergency work, the MUNICIPALITY will request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and MUNICIPALITY shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the REGION ENGINEER.

Section 22. EQUIPMENT LIST

The MUNICIPALITY will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

Section 23. RECORDS TO BE KEPT

The MUNICIPALITY will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The RECORDS include, but are not limited to:
 - i. Daily time cards for employees and equipment signed by the employee and his immediate supervisor or by a timekeeper and the supervisor when a timekeeper is employed. The daily time cards shall also indicate the

distribution to route sections and work items. Those MUNICIPALITIES using crew day cards may, if they prefer, retain crew day cards backed by a time record for the pay period signed as above in lieu of daily time cards detailing the distribution.

- ii. Properly signed material requisitions (daily distribution slips) showing type of material, quantity, units, date issued, and indicating distribution thereof to route sections and work items.
 - iii. Additional cost records as needed to support and develop unit cost charges and percentages applied to invoice cost. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- b. Maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the MUNICIPALITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. Allow MDOT or its representative to inspect, copy, scan, or audit the RECORDS at any mutually acceptable time. However, the MUNICIPALITY cannot unreasonably delay the timely performance of the audit.

Section 24. CERTIFIED STATEMENT OF CHARGES

The MUNICIPALITY hereby certifies that, to the best of the MUNICIPALITY'S knowledge, the costs reported to MDOT under this Contract will represent only those items that are properly chargeable in accordance with the Contract. The MUNICIPALITY also hereby certifies that it has read the contract terms and is aware of the applicable laws, regulations, and terms of this Contract.

Section 25. AUDIT

The MUNICIPALITY's records will be subject to audit. Charges by the MUNICIPALITY for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by audit after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the MUNICIPALITY will not be subject to adjustment.

If any adjustments are to be made, the MUNICIPALITY will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the MUNICIPALITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings communicated to the MUNICIPALITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the MUNICIPALITY will:

- a. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report;
- b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
- c. Submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the MUNICIPALITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
- d. The MUNICIPALITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost, or no opinion expressed cost.

Upon review of the RESPONSE, if MDOT'S Dispute Audit Review Team (DART) does not agree with the RESPONSE, MDOT will provide the MUNICIPALITY an opportunity to appear before DART to explain and support its RESPONSE. This will occur within ninety (90) days of receipt of the RESPONSE, unless the time has been extended by MDOT. MDOT will make its decision regarding any disallowed or questioned cost items within 30 days after DART considers the appeal.

If after a DART decision MDOT determines that an overpayment has been made to the MUNICIPALITY, the MUNICIPALITY shall repay that amount to MDOT or notify MDOT of the MUNICIPALITY'S intent to appeal to the three member panel, which is described in this section of the contract or file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision. MDOT shall not withhold or offset funds in dispute if the

MUNICIPALITY appeals to the three member panel or files a lawsuit in the court of proper jurisdiction. The appeal to the three member panel or the filing of a lawsuit in the court of proper jurisdiction shall be initiated by the MUNICIPALITY within thirty (30) days of the receipt of MDOT'S written notice that an overpayment has been made. If the MUNICIPALITY fails to repay the overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the MUNICIPALITY agrees that MDOT will deduct all or a portion of the overpayment from any funds due the MUNICIPALITY by MDOT under the terms of any maintenance contract. The MUNICIPALITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to appeal to the three member panel or to file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision only as to any item of expense the disallowance of which was disputed by the MUNICIPALITY in a timely filed RESPONSE. The MUNICIPALITY may ask the court of proper jurisdiction to bar MDOT from withholding or offsetting funds until the court finally decides the dispute.

The individuals on the three member panel shall be selected from state agencies not directly associated with MDOT. The MUNICIPALITY will appoint one (1) member and MDOT will appoint one (1) member. The third member of the panel will be selected by the two (2) appointed panel members. The decision of the panel shall be binding unless appealed to the proper court by either party within one hundred twenty (120) days after the decision of the panel has been issued.

Section 26. TERM OF CONTRACT

This Contract will be in effect from October 1, 2014 through September 30, 2019.

Section 27. TERMINATION OF CONTRACT

Either party may terminate this Contract. Termination may occur in any year, but only in the months of April, May, or June. Written notice of intent to terminate this Contract shall be provided to the other party at least ninety (90) days prior to the date of termination.

Section 28. STATE ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2011-2 of August 30, 2011, as set forth in Appendix D, attached hereto and made a part hereof.

Section 29. CONTRACT CONTENT

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

Section 30. AUTHORIZED SIGNATURE(S)

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

CITY OF DOWAGIAC

BY: _____
TITLE:

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director



APPENDIX A
MICHIGAN DEPARTMENT OF TRANSPORTATION
MUNICIPALITY CONTRACT
DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget/Field Activity Budget: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

Chemical Storage Facilities: Bulk salt storage buildings.

Components of an Annual Work Plan: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

Dispute Audit Resolution Team (DART): Is a team comprised of the Deputy Director for the Bureau of Finance and Administration as the chairperson, the Commission Auditor, the Deputy Director for the bureau involved, and the Assistant Attorney General in Charge of the Transportation Division, as the legal advisor.

Equipment Specifications and Rentals: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment, for which rates may be modified by the Municipality based on their equipment experience.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical

assistance, and overseeing the administration of state and federal funds allocated for these programs.

Office of Commission Audit (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct auditing activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

Schedule C Equipment Rental Rates: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the Equipment Questionnaire.

Small Hand Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

State Administrative Board: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I preceding the route number.

Winter maintenance: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The work codes (PCA codes) that define the budget line items for winter maintenance are:

14100: Winter maintenance

14400: Winter road patrol (*See winter maintenance patrol above*)

14900: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above PCA codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2014, through September 30, 2019

Set forth below is the table of allowable percentages for Overhead, Supervision, and Expense of Small Tools paid by the Michigan Department of Transportation in connection with state trunkline highways maintenance contracts. Small tool expense includes tarpaulin, barricades, hand sanders, torches, flags, picks, shovels, saws, axes, wheelbarrows and other tools up to seventy five dollars in value for each tool, except for those units presently classified in the Equipment Rental Rate Book.

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	10.50 _____	.50 _____	11.00
\$25,001 to \$50,000 _____	9.65 _____	.50 _____	10.15
\$50,001 to \$75,000 _____	8.75 _____	.50 _____	9.25
\$75,001 to \$100,000 _____	7.85 _____	.50 _____	8.35
\$100,001 and over _____	7.00 _____	.50 _____	7.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD

RESOLUTION 2011-2

PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RESCISSION OF RESOLUTIONS 2003-2 and 2005-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2 of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2003-1 on March 4, 2003, lowering the threshold for Board approval of all new contracts, grants and amendments to \$25,000 or more for the purchase of materials or services unless specifically approved by the Governor, and simultaneously adopted Resolution 2003-2 setting forth certain exceptions to Resolution 2003-1;

WHEREAS, the Board has adopted Resolution 2011-1, raising the threshold for Board approval of all new contracts and grants to \$250,000 or more and of all amendments to \$125,000 or more, and rescinding Resolution 2003-1;

WHEREAS, the Michigan Department of Transportation ("MDOT") is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in: postponement of payments to subcontractors and suppliers; work slow downs and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2003-2 is rescinded.
2. Resolution 2005-2 is rescinded.
3. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
4. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceeds 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
5. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$250,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
6. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$125,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$125,000 or more.
7. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$250,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

8. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider.

9. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

10. MDOT may enter into a contract in connection with the award of a grant, including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

11. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

12. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

13. Notwithstanding any provision of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective _____, 2011.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2011-2, August 30, 2011)

Amendments

Amendment Amount	Subcontract Requirements:	State Administrative Board Approval
\$124,999 or less	<ul style="list-style-type: none">• Prior to start of work, Region Engineer verbal approval required.• Documentation of amendment is required by the Municipality. A revised Form 426 must be completed and signed by the Region Engineer.• A copy of the approved Form 426 is sent to the Operations Field Services Division Contract Administrator.	Not required
\$125,000 or greater	<ul style="list-style-type: none">• Documentation of amendment is required by the Municipality A revised Form 426 must be completed and signed by the Region Engineer.• When amendment amount and sum of all previous amendments total \$125,000 or greater, the Form 426 packet is sent to the Operations Field Services Division Contract Administrator. 2.State Administrative Board (SAB) approval is required prior to the start of work.	Required

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

APPENDIX G
TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 1, 2005)

APPENDIX H

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

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

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

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

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

APPENDIX I

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

- Traffic Signal Energy
- Facility Utilities
- Freeway Lighting Energy
- Operation of Pump Houses
- Operation of Movable Bridges
- Auto Liability Insurance (county contracts)
- Supervision (county contracts)
- Roadway Inspection (minimum acceptable level- county contracts)
- Billable Construction Permits
- Equipment Repair and Servicing
- Fuel
- Critical Surface Maintenance
- Critical Guardrail Repair
- Critical Sign Replacement
- Critical Drainage Repair
- Critical Traffic Signal Repair
- Critical Freeway Lighting Repair
- Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)

Critical Drainage Area Sweeping (to prevent roadway flooding)
Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance

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 #23 for the period ending 8/7/2014:

Invoices: 198,835.53
Payroll: 120,833.04
Total: \$319,668.57

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

<u>Invoices</u>	<u>Payroll</u>	<u>Total</u>
\$198,835.53	\$120,833.04	\$319,668.57

ADOPTED on a Roll Call vote.

Ayes:

Nays:

Absent:

Abstain:

Vendor		Description	Amount
1ST CHOICE AUTOMOTIVE	0006761	#2 - DIAGNOSTIC PRESSURE LIGHT W/SCANNER	85.51
1ST CHOICE AUTOMOTIVE	0006484	PD VEH #53	1,042.28
ABSOPURE WATER COMPANY	83264628	BOTTLED WATER/DEPOSIT - 25830 NUBOUR	51.00
ABSOPURE WATER COMPANY	83264633	BOTTLED WATER/DEPOSIT - 26688 NUBOUR	43.50
ABSOPURE WATER COMPANY	83264631	BOTTLED WATER - 26461 NUBOUR	64.50
ABSOPURE WATER COMPANY	83297273	BTL WATER/DEPOSITS	40.25
ACCOUNTING CONSULTANTS, PC	7-15-14	CONSULTING SVC THROUGH JULY 15, 2014	2,205.00
ADVANTAGE PLUMBING, INC	336189	BACKFLOW PREVENTER TESTING	315.00
ALEXANDER CHEMICAL A CARUS COMPANY	SLS 10021096	FLUORIDE - WTP	737.00
ALEXANDER CHEMICAL A CARUS COMPANY	SCL 10005792	CREDIT - DRUM RETURN	(175.00)
AMERICAN ELECTRIC POWER	048-197-857-0-2	MARCELLUS HWY - ST LIGHTS	10.07
ANDERSON JR, LEON C (ANDY)	8-5-14	ELECTION SERVICE 8/5/14	191.25
AREA WIDE PROTECTIVE	165748	RENT FOR ROAD SIGNS	20.00
ARNT ASPHALT SEALING, INC	19529	ASPHALT PATCHES (WO 14-2008 & 14-4004)	4,335.00
AUTOMATED ENERGY, INC	19429	AMERIWOOD METER SUBSCRIPTION	105.00
AUTOMATIC DOOR SVC OF GRAND RAPIDS	30783	CH - AUTO DOOR REPAIR/REPLACE BATTERY	88.00
AVFUEL CORPORATION	006591396	AIRPORT FUEL	17,584.55
BELL, VICKY	8-5-14	ELECTION SERVICE 8/5/14	191.25
BENDER ELECTRIC, INC	16433	WWTP BLOWER WOULDN'T START - STUCK	145.00
BROWN, EVELYN	8-5-14	ELECTION SERVICE 8/5/14	187.50
BS&A SOFTWARE, INC	097143	ASSESSING SOFTWARE - ANNUAL SUB	1,168.00
CAGNEY, MARY	8-5-14	ELECTION SERVICE 8/5/14	191.25
CAGNEY, THOMAS	8-5-14	ELECTION SERVICE 8/5/14	191.25
CASS OUTDOOR POWER EQUIPMENT, INC	104454	BELT (CCRC CONCRETE SAW)	13.65
CHEMICAL BANK	7-28-14	TAX BILL DUPLICATE PYMT (14-160-300-	2,641.13
CHENNAULT, THURMAN	8-5-14	ELECTION SERVICE 8/5/14	181.25
CHET NICHOLS, INC	487346	V-BELT (CCRC CONCRETE SAW)	9.14
CINTAS LOCATION #336	336-01904	UNIFORMS	569.45
CINTAS LOCATION #336	336-05625	MATS	98.89
CINTAS LOCATION #336	336-07833	UNIFORMS	520.80
CITY OF DOWAGIAC	001086	TWISTEES - SUMMER 2014 TAX BILL	253.78
DAVE'S CONCRETE PRODUCTS, INC	20335	CONCRETE PATCH - 313 E DIVISION	458.00
DAVIS, DAVID	8-6-14	PAYROLL SHORTAGE - DIRECT DEPOSIT	4.03
DEPT OF TREASURY	07312014	PCURI FEE	98.00
DOWAGIAC ANIMAL HOSPITAL	370857	VET - K9	61.50
DOWAGIAC MEN'S SOFTBALL LEAGUE	8-4-14	OVER PAYMENT FOR FIELD MTCE AND LIGHT	87.50
DOWAGIAC MEN'S SOFTBALL LEAGUE	08/01/2014		15.00
DWAYNE WOLVERTON	8-6-14	AWARD AMOUNT	300.00
DWAYNE WOLVERTON	8-6-14	AWARD AMOUNT	400.00
EAST JORDAN IRON WORKS, INC	3737839	CASTINGS FOR 302 S FRONT ST (WO 14-1001)	547.00
EAU CLAIRE FRUIT EXCHANGE	655836	WEED KILLER - AIRPORT	52.65
ETNA SUPPLY	S101127670.001	CCWS - 5/8" COPPERHORNS	1,326.27
ETNA SUPPLY	S101127670.002	5/8" COPPERHORNS - STOCK	663.13
FLEIS & VANDENBRINK ENGINEERING INC	38165	WWTP - PROJECT PLAN AMENDMENT	16,814.52
FORREST FIN, LLC	7-29-14	DEVELOPMENT AGREEMENT	20,000.00
FRONTIER	23118907970401035	PHONE SERVICE 6-20 TO 7-19-14	1,812.32
GRAINGER, INC	9494383350	REPAIR PARTS - VANGUARD PORTABLE PUMP	199.75
GRAINGER, INC	9497432279	PORTABLE PUMP REPAIR	188.03
GRAMES TIRE & BATTERY, INC	3285	TIRE REPAIR PD #121	17.95

Vendor		Description	Amount
GRAMES TIRE & BATTERY, INC	3253	TIRE CHANGE - PD V#132	38.00
HAAS ALARMS AND SERVICE, INC	061542	REPAIR OF SECURITY CAMERA	94.76
HACH COMPANY	8947087	WWTP & WTP LAB SUPPLIES	1,452.10
HAGGIN FORD & MERCURY INC	47051	#2 - MOTOR ASSEMBLY/TEMP ACTUATOR	23.59
HAGGIN FORD & MERCURY INC	222822	OIL CHANGE - PD V#132	35.60
HAGGIN FORD & MERCURY INC	223140	WINDOW REPAIR - PD 6002	32.68
HAGGIN FORD & MERCURY INC	47084	#08 - GLASS ASSEMBLY	84.88
HAGGIN WIMBERLY CHEVY OLDS GEO INC	176653	SEAT REPAIR & OIL CHANGE PD #121	147.12
HALE'S HARDWARE, INC	D52537	FD SUPPLIES - BLDG/EQUIP/VEHICLES	34.94
HALE'S HARDWARE, INC	C81566	COVER FOR PUMP	12.60
HALE'S HARDWARE, INC	C80305	SWIFFER SWEEPER/DUSTER	25.68
HALE'S HARDWARE, INC	D51429	GALV NIPPLE CAP/COUPLING #131	10.41
HALE'S HARDWARE, INC	D51734	DRINKING WATER/FASTENERS	145.01
HALE'S HARDWARE, INC	C80177	PAINT & BRUSH	34.50
HALE'S HARDWARE, INC	C81053	3/4 GALV. NIPPLE (#155)	15.79
HALE'S HARDWARE, INC	C81071	3/8 V-BELT (CCRC CONCRETE SAW)	6.78
HANSON BEVERAGE SERVICE	961763	WWTP LAB WATER	31.00
HARDIN, R WAYNE	8-1-14	BUILDING INSPECTIONS JULY 1ST - JULY	999.80
HARNDEN, SHARON	8-5-14	ELECTION SERVICE 8/5/14	197.50
HERITAGE CRYSTAL CLEAN, LLC	13041174	PARTS CLEANER	278.20
HI-TECH SMR COMMUNICATIONS	19044	BATTERY	148.00
HILL TRUCK SALES, INC	469322	DOOR HANDLE (#131)	53.01
IBEX INSURANCE AGENCY	35435044	HEALTH INSURANCE PREMIUM-AUG 2014	49,879.87
IMAGE MAKER DESIGN, LLC	7-21-14	DOMAIN NAME RENEWAL	45.00
INTERNET BUSINESS SOLUTIONS, INC.	14629	MONTHLY WEBSITE MTCE	39.95
JESSUP, PAT	8-5-14	ELECTION 8/5/14	178.13
JORDAN, DONNA	8-5-14	ELECTION SERVICE 8/5/14	197.50
JUDD LUMBER COMPANY, INC	1407-615095	SHEET METAL SCREWS	7.19
JUDD LUMBER COMPANY, INC	1407-613844	SEWER RODDING - 411 CHESTNUT	58.30
JUDD LUMBER COMPANY, INC	1407-613998	PLAY SAND - BECKWITH PARK BRICKS	7.98
JUDD LUMBER COMPANY, INC	1407-613571	RENTAL - ROTARY HAMMER 313 E DIVISION	76.79
JUDD LUMBER COMPANY, INC	1407-613766	CEMENT - STORM INLET REPAIRS (CASS AVE &	17.05
JUDD LUMBER COMPANY, INC	1407-614485	FENCE POSTS FOR FD	59.90
JUDD LUMBER COMPANY, INC	1407-614880	CEMENT - STORM SEWER INLET (RUDY RD)	21.16
JUDD LUMBER COMPANY, INC	1408-615316	WASP & HORNET KILLER	8.58
KARASEK, MARY	8-5-14	ELECTION SERVICE 8/5/14	191.25
KOONTZ-WAGNER CONST SERVICES LLC	126568-19	CREW SUPERVISION 6/18 - 7/22/14	710.00
KUSA, JAMES	7-24-14	MILEAGE - COURT	9.04
LAWSON PRODUCTS, INC	9302610707	BLK DISP GLVS/SPLICE CONN/METRI-HEX	606.60
LEADER PUBLICATIONS, INC	102543	MISC PUBLICATIONS	234.70
M&R ELECTRIC S W, INC	4894	REWIRE LIFT STATION	321.36
MARTINS PAWMART	7922	K-9 FOOD	42.69
MAXIMUM FIRE PROTECTION	2112	FIRE EXTINGUISHERS/SYSTEM - CCDET	588.00
MHEC INC	14-60039	CPR CARDS - INDIAN LAKE FD	120.00
MHEC INC	14-60035	FIRE CLASS EXPENSES ACCT - CPR MATERIALS	20.00
MHEC INC	14-60029	FIRE CLASS EXPENSES ACCT - CPR MATERIALS	396.00
MICHIANA FORKLIFT	8681	FORK EXTENSIONS	408.80
MICHIGAN STATE POLICE-CASHIERS OFC	551-422429	LEIN TOKEN	99.00
MIDWEST ENERGY	3503301	CCWS-VANDALIA TOWER	1,483.99

Vendor		Description	Amount
MIRACLE MIDWEST	7-21-14	PLAYGROUND EQUIPMENT - RUSSOM PARK	5,505.30
MTL, INC	15695	MOWING RUSSOM PARK	1,065.00
MURRAY, RYAN	8-5-14	EVIDENCE PROPERTY MANUAL	38.00
NICHOLS, BEVERLY	8-5-14	ELECTION SERVICE 8/5/14	181.25
PARAGON LABORATORIES, INC	42078-81162	REGAL HPDES TESTING	195.00
PETERSEN, MICHAEL	8-5-14	ELECTION SERVICE 8/5/14	187.50
POWER LINE SUPPLY, INC	5846086	TUBE HEAT SHRINK	200.30
POWER LINE SUPPLY, INC	5848036	DISCONNECT SLEEVES	82.32
POWER LINE SUPPLY, INC	5848136	TRANSFORMER BAGS	663.67
POWER LINE SUPPLY, INC	5848672	GLOVES TESTING	318.00
PRAIRIE RONDE REALTY	2287	AUGUST RENT-DART	150.00
PRECISION DATA PRODUCTS	I0000414241	PRINTER SUPPLY	122.93
PRECISION DATA PRODUCTS	I0000414384	THUMB DRIVES & PRINTER INK	133.03
PREFERRED PRINTING, INC	27192	DART TICKETS	104.44
PREFERRED PRINTING, INC	27193	PRINTING PROMOTIONAL MATERIALS	812.50
PRIME-STRIPE, INC	47737	ATHLETIC WHITE PAINT (ROTARY SOFTBALL	54.90
QUALITY PRECAST, INC	7723	SAN MH FOR ALLEY BEHIND 302 S FRONT ST	923.00
REAL PRO SOLUTIONS, LLC	LM2155	BLIGHT MOWING	29.00
REAL PRO SOLUTIONS, LLC	LM2156	BLIGHT MOWING	500.00
REAL PRO SOLUTIONS, LLC	LM2148	BLIGHT MOWING	203.00
REAL PRO SOLUTIONS, LLC	LM2150	CCWS - MOW PENN PUMP HOUSES	90.00
REAL PRO SOLUTIONS, LLC	LM2151	CCWS - MOW VANDALIA TOWER	70.00
REAL PRO SOLUTIONS, LLC	LM2158	BLIGHT MOWING	29.00
RIETH-RILEY CONSTRUCTION COMPANY	7169962	ASPHALT	113.84
ROBERT & LEAH SOVINE	7-10-14	REIMBURSE - SEWER RODDING AT 309 W WAYNE	275.00
RUDY DREXLER'S SCHOOL FOR DOGS, INC	23062	K-9 BOARDING	140.00
RUTKOWSKE, JASON	2911323858	CELL PHONE REIMBURSEMENT 6/10 - 7/9/14	60.00
SAYLOR, SCOTT	000001	MOW - METERING STATION	30.00
SAYLOR, SCOTT	000002	MOW - TELEGRAPH SUBSTATION	30.00
SAYLOR, SCOTT	000003	MOW - POPLAR SUBSTATION	50.00
SAYLOR, SCOTT	000004	MOW - RUDOLPHI WATER TOWER	45.00
SAYLOR, SCOTT	000007	TRIM - WOLF ST LIFT STATION	12.00
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SVC 6/16 - 7/16/14	23.24
SIMMONS TREE & LAWN	7-29-14	MOW/TRIM CITY FACILITIES & PARKS	10,260.00
SIMPSON, KEN	140812	ELECTRIC INSPECTIONS 7-1-14 THRU 8-1-14	496.80
STATE OF MICHIGAN	ME-0200312	SALES & TAX 7/14	15,555.90
T&R ELECTRIC, INC	131300	300 KVA TRANSFORMER (WO 14-1001)	6,100.00
T&R ELECTRIC, INC	131190	TRANSFORMERS	8,222.00
T&R ELECTRIC, INC	D9-14-13	TRANSFORMERS BOUGHT FOR RESALE	(730.00)
TERMINIX	336792953	PEST CONTROL	41.40
THE RIDGE COMPANY	574737	SL - OIL FILTERS/FUNNEL/DRAIN PAN	32.20
THE RIDGE COMPANY	574834	SL - OIL FILTER (GENERATORS)	(3.57)
THE RIDGE COMPANY	575201	HYD HOSE FITTINGS/ADAPTER/WELDING	54.31
THE RIDGE COMPANY	575206	STROBE LIGHT (#06CT)	201.32
THE RIDGE COMPANY	576274	BELTS (CCRC CONCRETE SAW)	22.63
THE RIDGE COMPANY	575732	BATTERY - CH GENERATOR	107.99
THE RIDGE COMPANY	575659	OIL FILTER - CH GENERATOR	4.03
THE RIDGE COMPANY	576039	IGNITION COIL - CITY HALL GENERATOR	28.34
THE RIDGE COMPANY	576221	RELAY SWITCH - #155	13.57

Vendor		Description	Amount
THE RIDGE COMPANY	576157	LED LIGHT (#106)	75.47
THE RIDGE COMPANY	575903	OIL FILTER #150	9.33
THE RIDGE COMPANY	575821	STARTER CORE DEPOSIT - CITY HALL	156.49
THE RIDGE COMPANY	585888	CORE DEPOSIT CREDIT	(49.50)
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT 6/19 - 7/18/14	60.00
TRANSNATION TITLE AGENCY	108010WMS	HUSTON PARK CLOSING FEES	792.75
TURF SERVICES	34156	IRRIGATION REPAIR - BECKWITH PARK	172.50
TURF SERVICES	34155	IRRIGATION REPAIR - ROTARY PARK	217.75
UNUM LIFE INSURANCE CO OF AMERICA	0150597-001	LIFE INSURANCE - FEBRUARY 2014 & AUGUST	2,079.77
USA BLUEBOOK	405658	PORTABLE PUMP PARTS & GLOVES	230.16
VERIZON WIRELESS	9729034571	VERIZON WIRELESS MONTHLY INVOICE ENDING	758.83
VERIZON WIRELESS	9729223057	MIFI CARD - MONTHLY SUBSCRIPTION	178.06
VERIZON WIRELESS	9729233387	TABLET - MONTHLY FEE PERIOD ENDING	146.18
VERIZON WIRELESS	9729233406	AMERIWOOD MODEMS ENDING 7/23/14	460.32
W. S. DARLEY & CO	17147750	PLUG-IN FOR BATTERY TO CHARGE (FD 260)	255.95
WASTE MANAGEMENT OF MICHIGAN	7356497-2529-9	WWTP - SLUDGE DISPOSAL	3,884.00
WIGGINS, DANIEL	7-24-14	MILEAGE - COURT	9.04
WIGHTMAN & ASSOCIATES, INC	47504	ENG SVC - HUNTINGTON BANK SEWER	485.11
WOODRUFF, ROBERTA	8-5-14	ELECTION SERVICE 8/5/14	187.50
Total:			198,835.53