



REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, August 24, 2015, 7:00 p.m.

AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -Mayor Donald D. Lyons
- ROLL CALL -Mayor Donald D. Lyons
-Mayor Pro-Tem Leon Laylin
-Councilmember Charles Burling
-Councilmember James Dodd
-Councilmember Danielle Lucas
-Councilmember Lori Hunt
-Councilmember Bob Schuur

APPROVAL OF MINUTES OF PREVIOUS MEETING – August 10, 2015

QUESTIONS FROM CITY COUNCIL –

COMMENTS FROM THE AUDIENCE (NON-AGENDA) –

COMMENTS FROM THE AUDIENCE (AGENDA) –

COMMUNICATIONS –

1. A Ride to Remember, 9/11 Memorial Motorcycle Ride, September 12, 2015.

RESOLUTIONS –

1. Resolution to authorize a Grant Contract for Demolition with the Michigan Land Bank in the Amount of \$250,000 for the demolition of the building at 200 East Division Street.
2. Resolution to authorize an advance construction contract with the Michigan Department of Transportation (MDOT) for grant eligible road work on East Railroad Street from Telegraph Street to Prairie Ronde Street.
3. Resolution to authorize an Agreement for Assessment Services through 2018 with Edward VanderVries and Michael Richmond.

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

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$638,372.26	\$180,154.68	\$818,526.94

COMMENTS FROM CITY OFFICIALS –

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

DOWAGIAC CITY COUNCIL MEETING

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

Mayor Pro-Tem Laylin led the Pledge of Allegiance to the flag.

PRESENT: Mayor Pro-Tem Leon D. Laylin; Councilmembers James B. Dodd, Danielle E. Lucas, Bob B. Schuur and City Clerk Jane P. Wilson.

ABSENT: Mayor Lyons, Councilmembers Burling and Hunt

STAFF: City Manager Kevin P. Anderson, City Manager

Councilmember Dodd moved and Councilmember Lucas seconded that the minutes of the July 27, 2015 meeting be approved.

Approved unanimously.

PUBLIC HEARING –

1. Public hearing to receive comment on the declaration of a public nuisance for the structure located at 226 East High Street.

Mayor Pro-Tem Laylin opened the hearing at 7:02 p.m., hearing no comment, hearing was closed at 7:03 p.m.

2. Public hearing to receive comment on the declaration of a public nuisance for the structure located at 303 Walnut Street.

Mayor Pro-Tem Laylin opened the hearing at 7:03 p.m., hearing no comment, hearing was closed at 7:03 p.m.

COMMUNICATION –

1. 25th Annual Rod & Roll Classic Car Show

Motion by Schuur, seconded by Lucas, to approve the event.

APPROVED unanimously.

RESOLUTIONS –

1. Resolution to appoint representation to Jarrid Bradford as the employee delegate and Patty Klug as the employee alternate delegate to the Michigan Employee Retirement System (MERS) annual meeting.

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

WHEREAS, the City of Dowagiac has been a member of the Michigan Municipal Employees Retirement System (MERS) since October 1, 1987; and

WHEREAS, in accordance with the provision of the State Retirement Act, all MERS members may be represented at a State MERS Meeting held annually; and

WHEREAS, this same statute provides that participating member municipalities are to be represented by one officer (administrative), as well as one municipal employee (non-administrative); and

WHEREAS, the employee delegate and his/her alternate must be selected by secret ballot of the employees who are members of the Retirement System; and

WHEREAS, the results of an election tabulated August 7, 2015, member employees elected Jarrid Bradford as their delegate and Patty Klug as their alternate delegate.

NOW, THEREFORE, BE IT RESOLVED that Assistant City Manager Rozanne Scherr be appointed the officer delegate and Finance Director Rebecca Grabemeyer be appointed alternate officer delegate.

BE IT FURTHER RESOLVED that Jarrid Bradford be appointed employee delegate and Patty Klug be appointed alternate employee delegate.

BE IT FURTHER RESOLVED that the two appointed delegates, and in their absence the alternate delegates, be authorized to attend the annual meeting of MERS and vote on behalf of participating City of Dowagiac employees.

ADOPTED unanimously.

2. Resolution to authorize the 2015 Project Authorization Capital Purchase of a Dial-A-Ride bus.

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

WHEREAS, pursuant to a grant agreement between the Michigan Department of Transportation and the City of Dowagiac it is necessary for the City of Dowagiac to enter into a project authorization agreement for its local transportation program for the fiscal year 2015 Section 5311 Capital Formula Grants for Rural Areas

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Program/Congestion Mitigation and Air Quality Improvement Program in order to receive State and Federal financial assistance.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize Transportation Coordinator Rozanne Scherr to execute the Project Authorization, FY 2015 Section 5311 Capital Formula Grants for Rural Areas Program/Congestion Mitigation and Air Quality Improvement Program, attached hereto and by reference made a part hereof as required to receive financial assistance from the Michigan Department of Transportation, in accordance with Act 51; and

BE IT FURTHER RESOLVED that, for all public transportation matters, the Transportation Coordinator shall provide such information as deemed necessary by the State Transportation Commission or Department for its administration of Act 51 for fiscal year 2015.

ADOPTED unanimously.

3. Resolution to authorize the submittal of a proposal to designate Riverside Drive extension a City Major street within the National Functional Classification System for public roads.

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

WHEREAS, pursuant to a grant agreement between the Michigan Department of Transportation and the City of Dowagiac it is necessary for the City of Dowagiac to enter into a project authorization agreement for its local transportation program for the fiscal year 2015 Section 5311 Capital Formula Grants for Rural Areas Program/Congestion Mitigation and Air Quality Improvement Program in order to receive State and Federal financial assistance.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize Transportation Coordinator Rozanne Scherr to execute the Project Authorization, FY 2015 Section 5311 Capital Formula Grants for Rural Areas Program/Congestion Mitigation and Air Quality Improvement Program, attached hereto and by reference made a part hereof as required to receive financial assistance from the Michigan Department of Transportation, in accordance with Act 51; and

BE IT FURTHER RESOLVED that, for all public transportation matters, the Transportation Coordinator shall provide such information as deemed necessary by the State Transportation Commission or Department for its administration of Act 51 for fiscal year 2015.

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ADOPTED unanimously.

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

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

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 for period ending 8/2/15 and payroll #23:

Invoices \$139,227.24 PR #23 \$116,028.42 Total \$255,305.66

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

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$139,227.24	\$116,028.42	\$255,305.66

ADOPTED on a roll call vote.

Ayes: Four (4) Dodd, Laylin, Lucas, Schuur

Nays: None (0)

Absent: Burling, Hunt

Abstain: None (0)

5. Resolution to declare the structure at 226 East High Street a public nuisance.

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

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:

**226 E HIGH ST
Tax # 14-160-100-235-00**

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Described as follows: DW 460A FRM A PT 209.7 FT N & 34.17 FT N 75 DEG W FRM W 1/4 POST SEC 6, LAGRANGE TWP, MEAS N 75 DEG W ALG CEN DOW CRK 138.23 FT TO PL OF BEG OF LAND HERE DESC. TH N 60 DEG W ALG CEN SD CRK 145.8 FT TO CEN JUDD'S MILL RACE, TH N 21 DEG 17' E ALG CEN SD MILL RACE 107.05 FT, TH N 31 DEG 48' E 164.35 FT TO SLY LINE HIGH ST, TH S 60 DEG 31' E ALG SD SLY LINE HIGH ST 100 FT, TH S 17 DEG 57' W 277.4 FT TO PL OF BEG. SEC 1 UNPLATTED POKAGON. 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 **226 EAST HIGH STREET**, City of Dowagiac, is necessary due to the deteriorated and/damaged condition and the inability of the structures to be economically rehabilitated, and such action must be taken in order to properly and adequately safeguard the public interest, and;

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

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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: **PODELL, WHITNEY**, 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 August 11, 2015, 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 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.

6. Resolution to declare the structure at 303 Walnut Street a public nuisance.

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

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ADOPTED unanimously.

7. Update of Resolution to authorize the placement of a Charter Amendment question on the March 9, 2016 ballot for voter consideration (modification of date from November 3, 2015 to March 8, 2016).

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

ADOPTED unanimously.

ADJOURNMENT -

Upon motion by Councilmember Dodd and seconded by Councilmember Schuur, the Dowagiac City Council adjourned at 7:19 PM.

Leon D. Laylin, Mayor Pro-Tem

Jane P. Wilson, City Clerk

EVENTS APPROVAL FORM

Event: A Ride to Remember, 9/11 Memorial Motorcycle Ride
Date: Sunday, September 13, 2015
Sponsoring Organization: Dowagiac Aerie 2441, Eagles Club
Contact Person(s): Robert Motter
Contact Person's Telephone: 269.782.8038

CITY MANAGER:

Final Approval Denial

Comments: _____

Signature _____ Date _____

Department Heads:

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

DEPARTMENT OF PUBLIC SAFETY:

Approval Approval with conditions Denial

Comments: _____

Signature Steve J. Hummel Date 8/19/15

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature James Bedford Date 8-19-15

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

*Council
Agenda*

Dowagiac aerie 2441 Secretary
Robert Motter 101 E. Railroad St
Dowagiac Michigan 49047

Dear Sir,

I'm writing this letter in regards to the upcoming annual 911 motorcycle run on September 13, 2015. As with last year the run will be making a stop at our aerie and due to the number of motorcycles we expect, we are requesting that the following roads be barricaded off to accommodate this event, E. Railroad St at Division St to Lagrange St at Cedar St. Thank you for your time in this matter.

Robert Motter

Secretary, Dowagiac Aerie 2441

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: August 24, 2015

SUBJECT: Grant Contract for Demolition of 200 E. Division St.

Recently the Michigan Land Bank Fast Track Authority (MLB) approved the City's request for a \$250,000 grant to assist in the cost of demolition of "Old Grey." Since receiving notifications, staff has been working to get the asbestos testing done and bid specifications out the door.

Now that the asbestos testing is done, contracts can be entered into with the MLB and contractors can accurately bid the work. Bid specs were sent out on Monday. The next steps are to execute the agreement with the state (August 25), then receive the bids (September 8), and award of the bid (September 14). The process has progressed well and it is realistic to anticipate demolition will begin this fall.

RECOMMENDATION

Authorize the resolution that approves the Grant Contract for Demolition between the City of Dowagiac and the Michigan Land Bank Fast Track Authority (MLB) in the amount of \$250,000 to aid in the demolition of 200 E. Division Street.

Support Documents:
Cover Memo-City Mgr.
Resolution
Contract

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

WHEREAS, City Council made application for a 2015 Michigan Blight Elimination Program Grant in May 2015 in the amount of \$250,000 to aid in the demolition of 200 E. Division Street; and

WHEREAS, the State of Michigan has approved the grant application and has prepared a Grant Contract for Demolition between the City of Dowagiac and the Michigan Land Bank Fast Track Authority (MLB) in the amount of \$250,000 to aid in the demolition of 200 E. Division Street;

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, hereby approves the Grant Contract for Demolition between the City of Dowagiac and the Michigan Land Bank Fast Track Authority (MLB) in the amount of \$250,000 to aid in the demolition of 200 E. Division Street; and,

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

ADOPTED/REJECTED

GRANT CONTRACT FOR DEMOLITION
BETWEEN THE
MICHIGAN LAND BANK FAST TRACK AUTHORITY
AND THE CITY OF DOWAGIAC

This Grant Contract (“Contract”) is made between the Michigan Land Bank Fast Track Authority (MLB), and the City of Dowagiac (“Grantee”).

I. PURPOSE AND PROJECT SCOPE

PROJECT NAME: City of Dowagiac

PROJECT NUMBER: MLBBE-2015-02

AMOUNT OF GRANT: \$250,000.00

(A) The purpose of this Contract is to provide funding in the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) in exchange for work to be performed for the project. The MLB is authorized to provide grant assistance for demolition pursuant to 2014 PA 34 and an Intergovernmental Agreement between the MLB and the Michigan State Housing Development Authority. Legislative appropriation of funds for grant assistance is set forth in 2014 PA 34. This Contract is subject to the terms and conditions specified herein.

(B) This Contract and its appendices constitute the entire Contract between the MLB and the Grantee and may be modified only by written agreement between the MLB and the Grantee.

(C) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the MLB under this Contract. Any change in project scope requires prior written approval in accordance with Section IV, Changes, in this Contract.

(D) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD

Contract Start Date: **August 17, 2015** Contract End Date: **June 30, 2016**

Upon signature by the MLB, the Contract shall be effective from the Start Date until the End Date specified above. The MLB shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CONTACTS

GRANTEE CONTACT:

Rozanne H. Scherr, Assistant City Manager
241 South Front Street
Dowagiac, MI 49047
(269) 782-0437
RScherr@dowagiac.org
Tax ID Number: 38-6004607

MLB CONTACT:

Jeff Huntington, Senior Property Specialist
735 East Michigan Avenue
Lansing, MI 48912
(517) 335-8430
huntingtonj@michigan.gov

IV. CHANGES

Any changes to this Contract shall be requested by the Grantee in writing and approved by the MLB. The MLB reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the MLB.

V. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Appendix A of this Contract. All deliverables in Appendix A, unless otherwise stated in this Contract, shall be made to the MLB at the address set forth in Section III, or electronically as MLB may provide.

VI. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The MLB's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The MLB's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or a cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the MLB for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

(G) The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. A Phase I Environmental Site Assessment, conducted per ASTM 1527-13, is recommended with consideration of any findings, and those of the hazardous materials survey, incorporated into the demo specification. All reporting requirements and appropriate precautions must be followed in the event contamination or Underground Storage Tanks are encountered. Only demolition activities specified in Appendix A are eligible for reimbursement. Environmental remediation is an ineligible activity and not eligible for reimbursement.

VII. USE OF MATERIAL

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the MLB funded all or a portion of its development.

The MLB retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the MLB can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VIII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the MLB. The MLB does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

IX. SUBCONTRACTS

The MLB reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the MLB will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required. Contractors must be procured through a competitive procurement process.

X. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

XI. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XII. LIABILITY

(A) The Grantee, not the MLB, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the MLB in the performance of this Contract is the responsibility of the MLB and not the responsibility of the Grantee if the liability is caused by any MLB employee or agent.

(C) In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the MLB in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the MLB in relation to each party's responsibilities under these joint activities.

(D) Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the MLB, its agencies, or employees as provided by statute or court decisions.

XIII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

XIV. ANTI-LOBBYING

Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the MLB. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

XV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractor:

- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, MLB, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

XVI. AUDIT AND ACCESS TO RECORDS

Pursuant to MCL 18.1470 the MLB reserves the right to conduct a programmatic and financial audit of the project, and the MLB may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the MLB. The financial and accounting records associated with this Contract shall be made available to MLB, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.

XVII. INSURANCE

The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims made to the MLB under this Contract must not be financed by any source other than the MLB under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the MLB, the total amount representing such duplication of funding.

XIX. COMPENSATION

(A) The MLB will pay the Grantee a total amount not to exceed the amount specified in Section 1 of this Contract, and only for expenses incurred for this project. Grantee may not expend more than \$0.00 for administrative costs. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract.

(C) The MLB will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The MLB reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract will be processed by Electronic Funds Transfer (EFT). The Grantee shall register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.mi.gov/cpexpress>).

(F) Final payment will be withheld by the MLB until the project is completed in accordance with Section XX, Closeout, and Appendix A.

XX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the MLB after the Grantee has satisfactorily completed the activities and deliverables described in Appendix A.

(B) Upon issuance of final payment from the MLB, the Grantee releases the MLB of all claims against the MLB arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the MLB's claims against the Grantee.

(C) The Grantee shall immediately refund to the MLB any payments in excess of the costs allowed by this Contract.

XXI. CANCELLATION

This Contract may be canceled by the MLB, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the MLB and Grantee. The MLB reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXII. TERMINATION

(A) This Contract may be terminated by the MLB as follows:

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1 or other applicable law or rules;
- b. If the Grantee knowingly and willingly presents false information to the MLB for the purpose of obtaining this Contract or any payment under this Contract;
- c. If the MLB finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the MLB in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
- d. During the 30-day written notice period, the MLB shall also withhold payment for any findings under subparagraphs a through c, above; or
- e. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Labor and Economic Growth or its successor.

(2) Immediately and without further liability to the MLB if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes;
- d. Convicted of any other criminal offense that, in the sole discretion of the MLB, reflects on the Grantee's business integrity; or
- e. Added to the federal or State Suspension and Debarment list.

(B) If a grant is terminated, the MLB reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXIII. NOTIFICATION OF DELAYS

The Grantee shall inform the MLB’s Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by MLB as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including the attached Appendix A, and used only as set forth herein.

XXIV. PUBLICITY

Grantee shall cooperate with MLB and coordinate with MLB for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

FOR THE GRANTEE:

Kevin Anderson, City Manager

Date

FOR THE MLB:

Michele M. Wildman, Authorized Officer
State of Michigan Land Bank Fast Track Authority,
Pursuant to Executive Order 2014-12 dated December 18, 2014

Date

**PROJECT
SCOPE AND REQUIREMENTS
APPENDIX A**

I. PROJECT LOCATION

The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the demolition of the properties listed below:

Parcel ID: 14-160-300-880-00

More commonly known as: 200 East Division Street, Dowagiac, MI 49047

II. PROJECT REQUIREMENTS AND SCOPE

The Grantee shall complete demolition and clearance of structures and contents at the properties identified in Section I, whether above or below ground on each site by the Contract End Date.

1. The Grantee shall carry out the demolition and clearance activities in accordance with the requirements set forth in this Project Scope.
2. The Grantee shall coordinate demolition and clearance activities, ensuring that all approvals and permits are in place prior to the start of work.
3. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environmental Quality (MDEQ) if required by law. Further details and requirements are located on the following websites; http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html, http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html, <http://www.hud.gov/offices/lead> and <http://www.epa.gov/asbestos>.
4. Demolition includes the complete tearing down and razing of a structure and the deconstruction of a structure in compliance with all local and state laws and regulations.
5. Clearance of sites includes removal and disposal of all materials and debris in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed sanitary landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
6. MLB will establish specific reporting requirements for the project.

7. The Grantee is responsible for:
- a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete demolition and clearance of all the properties identified in Section I by the Contract End Date.
 - b. Ensuring adequate quality control.
 - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the contract.
 - d. Coordinating with MLB on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
 - e. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional Funding. Acceptance of the work by MLB will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
 - f. Reporting the status of the project to MLB in accordance with the reporting requirements established by MLB for the Grantee's project. The reports will require, but not be limited to, the following information.
 - i. Bi-weekly Work in Process report
 - ii. Signed approved invoices
 - iii. Landfill receipts
 - iv. Procurement documents - RFP, Contracts, Bid Tabs

III. PROJECT COMPLETION

The Grantee shall submit to MLB, in a timely manner, one (1) complete copy of a Request for Payment form that includes all supporting documentation. The format for the Request for Payment form is Appendix C.

The MLB will make payment after each project phase is complete. Project phase completion means all of the following:

- (1) All structures have been demolished in accordance with the project requirements for which payment is being requested.
- (2) The Grantee has submitted the Request for Payment form, including all supporting documentation.

The MLB shall make a determination of project phase completion, and any review of the project and the project file the MLB deem necessary in its sole discretion, including site inspections.

Payment of funds by MLB is based on satisfactory completion of work and successful closeout of each phase.

Grantee may not submit a Request for Payment more than once every 15 days.

**PROJECT
PROJECT LOCATIONS
APPENDIX B**

DELETED – NOT APPLICABLE

**PROJECT
PAYMENT REQUEST FORM
APPENDIX C**

FORM ATTACHED

PAYMENT REQUEST

(To be submitted on organization's letterhead)

Date

Jeff Huntington, Senior Property Analyst
Michigan Land Bank Fast Track Authority
735 East Michigan Avenue
Lansing, MI 48912

RE: Name of Organization
Address of Organization
Contact Number

Dear Mr. Huntington:

In review of the work performed by (contractor named below) and the attached invoice, I request that (\$ _____) be released to _____, for this payment request. I also certify, that within (3) business days of receiving these funds that payments will be made to the requested party.

Payment Request No. (Overall) _____
Name of Contractor/Architect: _____
Address of Subcontractor _____
Service(s) Provided _____
Amount \$ _____

Sincerely,

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: August 24, 2015

SUBJECT: Advance Construction Contract with MDOT for East Railroad St.

Repaving work on East Railroad St. is eligible for grant funding that has been approved by MDOT, but they cannot fund the project until their next fiscal year which begins in October when Federal transportation funds are distributed to the state. We have two choices. First, we can wait until October to take any further actions. This will delay the bid until next year. Second, we can agree to fund the project and get reimbursed when funds are available. If we choose to advance fund we can go forward with bidding and likely have a fall project.

The risk of advance funding is minimal because by the time bids are received back, the state will have the 2016 allocation. If federal funds are not forthcoming we would have the option of rejecting the bid.

It is in the city's best interest to continue moving forward on paving E. Railroad as quickly and prudently as possible. This agreement keeps the project moving without further delay.

RECOMMENDATION

Authorize the resolution that approves an advance construction contract with the Michigan Department of Transportation (MDOT) for grant eligible road work on East Railroad Street from Telegraph Street to Prairie Ronde Street.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Contract

Resolution #2
August 24, 2015

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

WHEREAS, City Council has determined that there is a need to repave portions of E. Railroad Street; and,

WHEREAS, the most prudent way to secure MDOT transportation funds to assist in this work is to enter into an advance construction contract with the Michigan Department of Transportation (MDOT) for grant eligible road work on East Railroad Street from Telegraph Street to Prairie Ronde Street.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, hereby approves the Advance Construction Contract with MDOT; and,

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

ADOPTED/REJECTED



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

August 6, 2015

Mr. James E. Snow, City Clerk
City of Dowagiac
P.O. Box 430
Dowagiac, Michigan 49047

Dear Mr. Snow:

RE: MDOT Contract Number: 15-5431
Control Section: STUL 14442
Job Number: 126218A

Enclosed are the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

_____ **Do not date the contracts.** MDOT will date the contracts when they are executed. A contract is not executed unless it has been signed by both parties.

_____ **Secure the necessary signatures on the enclosed contracts.**

_____ **Include two (2) certified resolutions.** The resolution should specifically name the officials who are authorized to sign the contract and include the contract number.

_____ **Return the original and copy of the contract to:**

Attention: Kathy J. Fulton
MDOT – Development Services Division, 2nd Floor
425 West Ottawa Street, P.O. Box 30050
Lansing, MI 48909

In order to ensure that the work and payment for this project is not delayed, the contracts need to be returned within 35 days from the date of this letter. A copy of the executed contract will be forwarded to you.

If you have any questions, please feel free to contact me at fultonk@michigan.gov or (517) 373-4161.

Sincerely,

Kathy J. Fulton
Contract Monitoring/Reporting Technician
Development Services Division

Enclosure

(ADVANCE CONSTRUCTION CONTRACT)
STP

DA
Control Section STUL 14442
Job Number 126218A
Project STP 1514(214)
Federal Item No. HK 0462
CFDA No. 20.205 (Highway
Research Planning &
Construction)
Contract No. 15-5431

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF DOWAGIAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Dowagiac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 21, 2015, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing work along East Railroad Street from Telegraph Street northerly to Prairie Ronde Street; including curb and gutter replacement, concrete sidewalks, sidewalk ramps, drainage adjustments, signing, and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT will be performed as an advance construction project; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

The PROJECT work shall be performed as an advance construction PROJECT and shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met 100 percent by the REQUESTING PARTY.

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, in the future, may be applied to the cost incurred as advance construction up to the lesser of: (1) \$60,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

Failure to make such payments within 30 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is a person under the Natural Resources and Environmental Protection Act (NREPA); 1995 PA 71 and is not aware of and has no reason to believe that the property on which the work under this agreement is to be performed is a facility as defined in MCL 324.20101(o). The REQUESTING PARTY certifies that it is not a person liable under Part 201 or Part 213 of the Natural Resource and Environmental Protection Act (NREPA); MCL 324.20101 et seq. and Part 213 of NREPA; MCL 324.21301a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will be acquiring property for a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release at or on the property. Pursuant to MCL 324.20126, the REQUESTING PARTY is not a person who is liable for response activity or response activity costs as defined by MCL 324.20101(ee) and (ff).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall notify the

DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

12. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

13. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT and its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT and its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT and its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

14. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

15. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

16. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

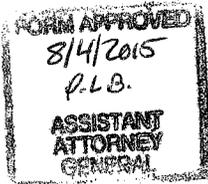
CITY OF DOWAGIAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



RDB
7/29/15

APPROVED BY: [Signature] 8/5/15
Administrator Date
Real Estate

July 21, 2015

EXHIBIT I

CONTROL SECTION	STUL 14442
JOB NUMBER	126218A
PROJECT	STP 1514(214)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$120,300
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$120,300
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Less Federal Surface Transportation Funds (Advance Construction) Future *	<u>\$ 60,000</u>
REQUESTING PARTY'S SHARE (Future)	<u>\$ 60,300</u>

*Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, in the future, may be applied to the cost incurred as advance construction up to the lesser of: (1) \$60,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall 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.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts 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 United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
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

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance 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, sub recipient 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.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: August 24, 2015

SUBJECT: Agreement for Assessing Services

It is once again time to look at the assessing services contract that will serve the city's current and long term needs. For a number of years the city has worked with Edward VanderVries and he has performed these duties well. The person serving as deputy, Michael Richmond, became fully certified as an assessor. The proposed contract renewal calls for an enhanced assessing role for Mr. Richmond and an oversight role for Mr. VanderVries. The attached letter from Mr. VanderVries details the implementation plan.

The contract renewal will result in a \$1,500 annual cost reduction to the city.

RECOMMENDATION

Authorize the resolution that approves an Agreement for Assessing Services with Edward VanderVries through 2018.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Contract

Resolution #3
August 24, 2015

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

WHEREAS, the City of Dowagiac routinely reviews all of its agreements and has recently reviewed the Assessing Services Agreement; and,

WHEREAS, the City Council has received a proposal that will retain the level of assessing services and reduce the cost of providing said services;

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, hereby approves an agreement with Edward VanderVries to provide assessing services for the City of Dowagiac through 2018; and,

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

ADOPTED/REJECTED

Monday, June 15, 2015

From: Edward VanderVries – MMAO (4), PPE.

Re: Assessment Services – Amended Contract with Extension Option

I would like to provide the City of Dowagiac with an amended Contract for Services including the option to extend this amended contract for an additional 2 year period.

The current contract will expire in June 2016. The amended contract will provide for the assignment of Michael Richmond as the Deputy Assessor. I will continue to be the designated Assessor of for the City of Dowagiac.

Michael has been working as the assistant to the Assessor for the past 14 and has built a positive working relationship with the Treasurer and office staff. He has worked in the assessment field for 5 years and decided to attend the 18 month State Tax Commission class to become a Michigan Certified Assessing Officer, MCAO. Michael graduated in May 2015. As the deputy, Michael will take on most of the weekly activities of the office and fieldwork required under the contract. It was discussed with the office staff that Mondays would be the best day for the Assessing Office hours so they would not conflict with the Tuesday utility billing. I am happy to accommodate their request.

I am proposing a lower service fee to the City of Dowagiac. The new contract service fee will be reduced from \$1,775 per month to \$1,650 per month. A reduction of \$1,500 annually. I am hopeful this new agreement will meet with your approval and will ultimately provide you the opportunity to contract directly with Michael Richmond at the conclusion of this contract. This will provide a sound succession plan if the City chooses to contract with Michael and provides an excellent method to continue the mentoring and education of new assessing professionals.

Sincerely,

Edward K. VanderVries – MMAO (4), PPE
Assessment Administration & Consulting
evandervries@hotmail.com

Edward VanderVries

7160 Venice Drive

Portage MI 49024

Phone (269) 720-1928

AGREEMENT FOR ASSESSMENT SERVICES 2015 Contract Amendment & Renewal Extension to 2018 City of Dowagiac

SECTION 1. INTENT

- 1.1 It is the intent of this agreement to establish the terms, conditions, and responsibilities of Edward VanderVries hereinafter referred to as the “CONTRACTOR” and the City of Dowagiac, hereinafter referred to as “City”, for the performance of the duties regarding Assessment Services for the city.

SECTION 2. CONTRACTORS RESPONSIBILITIES

- 2.1 Contractor agrees to provide an Assessor at the certification level required by the State Assessors Board. If at such time the state requires an increased level of certification, contractor will provide and assessor to meet said level within the time guidelines provided by the State of Michigan. All work hereinafter designated as to be completed by “Assessor” will be completed by the designated Assessor of Record for the City - Edward VanderVries, or the Deputy Assessor. The Assessor will assign Michael Richmond as the Deputy Assessor.
- 2.2 8 hours every week to be spent in the City of Dowagiac. Additional days may be required to complete the work but these hours are designated for office hours and regularly scheduled fieldwork. In the event the Assessor or Deputy is unable to make the appointed days, additional days will be scheduled as needed to make up those days, except days, which fall on legal holidays, and days that the City offices are closed. Days in the office shall include the following:
 - 2.2.1 *Office Work Hours: Mondays from 8:30AM – 12:00PM.*
 - 2.2.2 *Field Work Hours: Mondays from 12:30PM – 5:00PM.*
 - 2.2.3 Days spent at the Michigan Tax Tribunal.
 - 2.2.4 Board of Review attendance.
 - 2.2.5 During the month of March, the Assessors weekly responsibilities will be fulfilled by the Board of Review attendance.
- 2.3 The Assessor shall prepare the assessments for the ad valorem assessment roll and the IFT roll. The Contractor is not responsible for any other special assessment rolls, but will assist in the preparation and provide current information as

- requested. Per the City proposal, The Assessor will prepare all DDA and TIFA recapture reports as required.
- 2.3 Pick up new construction. This will be done through a physical review of new construction, through cooperation of the building department and through a review of building permits. A copy of all building permits and a completed set of building plans will be provided for the Assessor's use. All building permits must have the property code number and city assigned property address entered on the permit.
 - 2.4 The City shall also supply the Assessor with a copy of all fire calls involving improved properties, with property code numbers attached.
 - 2.5 Eliminate across the board increases by developing new ECF's and land values and applying any future increases/decreases to the areas in which they belong.
 - 2.6 Prepare sales studies using available data, File all forms and reports in a timely manner. Respond to all equalization studies.
 - 2.7 Attend Board of Review meetings. The meetings will be cooperatively scheduled between the City and the Assessor.
 - 2.8 July and/or December Board of Review: The Assessor shall prepare for and attend July and December Board of Reviews.
 - 2.9 Defend all appeals to the Michigan Tax Tribunal. This includes all appeals which exist or which may arise from the prior assessments. Upon termination of this contract, the City shall assume responsibility for any upcoming or ongoing appeals. A written summary will be provided for any unsettled petitions.
 - 2.10 The City will be required to supply legal counsel at their expense for Small Claims and Full Tribunal hearings, should the need arise. The Assessor will report to the City Manager, providing a recommendation for all appeal defense strategy.
 - 2.11 Establish good public relations and work with and educate property owners in an attempt to eliminate adversary situations.
 - 2.12 Conduct a personal property canvass to ensure that the personal property roll reflects equity. The Contractor will provide certified personal property examiners if personal property audits are determined to be necessary and will request audits be conducted by the county if certified personnel are available.
 - 2.13 The STC is currently requesting, but not requiring, a mass re-inspection every five years. This is included in the Assessment Services fee and 20% of the all real property will be re-inspected each year.

- 2.14 The Contractor shall provide all necessary personal transportation and field equipment to perform the assessing functions.
- 2.15 The Contractor shall prepare an estimate for the City of items not covered under this agreement.

SECTION 3. TIME FRAME

- 3.1 This agreement for assessment services shall begin on July 1, 2015 and conclude June 30, 2018.
- 3.2 Both the City and the Contractor may cancel this agreement upon 30 days written notice.
- 3.3 Both parties may renegotiate this agreement 60 days prior to its conclusion.
- 3.4 The Contractor/Assessor will be required to perform the assessing duties under the laws, rules, and guidelines in existence as of the signing of this contract. Should the laws, rules, and or guidelines change during the term of this contract, then the Contractor and Township shall be afforded the opportunity to renegotiate this contract.

SECTION 4. SERVICE FEES

- 4.1.1 **For all work performed as a Contractor that does not fall under an employee designation by the IRS. Contractor will provide a W-9 with all required information for those services.**
- 4.2 **The City shall pay a fee for Contracted Services as follows:**
 - 4.2.1 Year 1 – July 2015 through June 2016 - \$ 1,650 per month.
 - 4.2.2 Year 1 – July 2016 through June 2017 - \$ 1,650 per month.
 - 4.2.3 Year 2 – July 2017 through June 2018 - \$ 1,650 per month.
 - 4.2.4 **Per the MTA, IRS, and Michigan Wage Department. \$100 per month will be paid to the Assessor of Record as an employee of the City of Dowagiac. This payment will be made utilizing the cities existing payroll program and time periods. (In effect since 12-01-09) All work performed as a Contractor does not fall under the scope of as an employee of the City of Dowagiac.**

Parcel splits will be processed at no additional charge if the assessor is provided accurate surveys, sketches, legal descriptions, and the approval of the split by the City Planning Commission. The assessor will assist the planning commission if requested to provide existing parcel information necessary for the decision.

SECTION 5. CITY RESPONSIBILITIES

- 5.1 The City shall provide property description cards containing needed initial information such as property number, legal description, owner, and address information, as well as all the present existing data and measurements.
- 5.2 The City shall provide appropriate tax maps, land value maps, and ECF maps as required by the State Tax Commission. Also, the city will provide office space, furniture, and telephone during the duration of the contract as well as a copying machine, office supplies, postage, and mailing service if necessary to comply with P.A. 206 and the State Tax Commission.
- 5.3 The City shall supply computer hardware and software to perform the pricing function. The City must maintain the hardware and software through a regular maintenance program. The City must back up the system on a regular basis with alternate tapes or disks. Any data loss as a result of hardware or software problems must be replaced at the City’s expense. The City will maintain remote login capabilities for the Assessor to access the Assessors computer at City Hall.
- 5.4 The City shall provide clerical support for customary correspondence, filing & servicing simple inquiries.

Donald D. Lyons, Mayor
City of Dowagiac

Edward VanderVries – MMAO (4), PPE
Contractor

Jane P. Wilson, Clerk
City of Dowagiac

YES NO
Record of City Approval

Date

Date

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 #24 for the periods ending 8/20/15:

Invoices -	\$638,372.26
Payroll #24 - week ending 8/16/15	\$180,154.68
Total	<u>\$818,526.94</u>

BE IT RESOLVED that the City Manager and City Treasurer are hereby authorized and directed

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$638,372.26	\$180,154.68	\$818,526.94

Ayes:

Nays:

Absent:

Abstain:

Jane P. Wilson, City Clerk

Vendor		Description	Amount
ABSOPURE WATER COMPANY	55271064	C & C COOLER RENTAL - 25830 NUBOUR	6.00
ABSOPURE WATER COMPANY	55275356	C & C COOLER RENTAL - 26688 NUBOUR	6.00
ABSOPURE WATER COMPANY	83716762	BTL WATER/DEPOSITS	34.50
ABSOPURE WATER COMPANY	55268698	H&C COOLER RENTAL	8.00
ACD.NET	88889-106	MONTHLY PHONE SERVICE - CH	721.78
ACD.NET	88889-105	MONTHLY PHONE SERVICE - CH	723.83
AIRGAS GREAT LAKES	9929295714	WELDING SUPPLIES	60.93
ALL PHASE ELECTRIC SUPPLY-MICHIGAN	0710-575151	LIGHT FIXTURES FOR TRACK LIGHTING	1,287.43
AMERICAN ELECTRIC POWER	048-197-857-0-2	MARCELLUS HWY - ST LIGHTS	10.17
AMERICAN ELECTRIC POWER	042-624-227-0-4	UTILITY DEPOSIT - FIXED NETWORK RADIO	150.00
AMERICAN ELECTRIC POWER	044-619-354-0-7	M-62 W. LIFT STATION	43.10
AMERICAN ELECTRIC POWER	CDOW_201507_01	JULY 2015 ENERGY	457,884.32
AMERICAN ELECTRIC POWER	040-050-210-0-3	VINEYARD PL LIFT STATION	36.45
AMERICAN ELECTRIC POWER	049-501-336-1-3	CCWS - VANDALIA TOWER	26.67
ANDERSON, CIERA	08/19/2015	UB refund for account: 08-2215-19	67.55
ARNT ASPHALT SEALING, INC	21990	ASPHALT PATCH - 411 E DIVISION	1,000.00
ARNT ASPHALT SEALING, INC	21991	ASPHALT PATCH - AMBULANCE BLDG	1,000.00
ARNT ASPHALT SEALING, INC	21992	INSTALL SPEED BUMPS - WWTP	1,800.00
ARTHUR & JAMES ASSOCIATES LLC	08/19/2015	UB refund for account: 03-0921-2	123.67
AUSRA EQUIPMENT & SUPPLY, INC	RE00182	EXCAVATOR RENTAL - MAIN/PENN PARKING LOT	500.00
AUSRA EQUIPMENT & SUPPLY, INC	IN82736	#155 BACKHOE - SEAL KIT/FILTER	101.43
AUSRA EXCAVATING	14	DITCH CLEANING - NUBOUR WATER MAIN	450.00
AVFUEL CORPORATION	007634060	AIRPORT FUEL	12,733.69
BACK ROADS SERVICES	3862	VEH REPAIR FD 221	253.00
BENDER ELECTRIC, INC	16870	CLIMB TOWER - MUD VALVE OPERATION	110.00
BILL GRANT	8/11/15	JULY JANITORIAL	263.50
BLUEGLOBES, LLC	C91-20907	RUNWAY LIGHTS	411.17
BRADFORD, JARRID	8/19/15	CRIMINAL JUSTICE NATIONAL COMP	50.61
BRANDON OTTINGER	8/10/15	AWARD AMOUNT	750.00
CASS CNTY TRANSPORTATION AUTHORITY	1868	DISPATCHING SERVICES-JULY 2015	14,956.92
CASS COUNTY ROAD COMMISSION	8/12/15	PERMIT APP FEE - UTILITY POLE	50.00
CASS OUTDOOR POWER EQUIPMENT, INC	111460	CONCRETE SAW - FILTER/SPARK PLUG	18.44
CASSOPOLIS AREA UTILITIES AUTHORITY	8/17/15	CASS WATER SYSTEM	6,581.30
CASTETTER, CHRIS	08/19/2015	UB refund for account: 11-1575-12	53.06
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	1,158.15
CINTAS LOCATION #336	336-01904	MATS	85.69
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	1,117.39
COLLETT, THERESA	08/19/2015	UB refund for account: 16-1551-11	233.02
COMCAST	8771402380126332	INTERNET SERVICE - FD	82.90
COMMUNITY ANSWERING SERVICE	2628081715	DISPATCHING SERVICES	121.70
CONKLIN, CHRISTINE & MICHAEL	08/19/2015	UB refund for account: 04-1284-4	30.71
CREATIVE VINYL SIGNS, INC.	29749	LOGO - BIKE HELMETS	14.50
DALE, JASMINE	08/19/2015	UB refund for account: 11-1933-32	62.48
DAVE'S CONCRETE PRODUCTS, INC	21963	MDOT GRADE CONCRETE - 411 E DIVISION	264.00
DEPARTMENT OF TREASURY	CP134B	TAX PENALTY	331.24
DOUBLEDAY OFFICE PRODUCTS, INC	166478I	BOARD CLEANERS	11.58
DOUBLEDAY OFFICE PRODUCTS, INC	166812	VELCRO FOR EXHIBITS	19.82
DOWAGIAC MEN'S SOFTBALL LEAGUE	8/11/15	OVERPAYMENT FOR FIELD MTCE & LIGHT USE -	43.90
DOWAGIAC UNION SCHOOLS	201516-85	FUEL EXPENSES-JULY 2015	6,065.69

Vendor		Description	Amount
DUST BUSTERS	8/13/15	CLEANING SERVICES 09/15	1,725.00
EDGERLY, MICHAEL	08/19/2015	UB refund for account: 14-2263-9	76.11
ELECTIONSOURCE	28870	MEMORY PACK BATTERY	177.00
ELHORN ENGINEERING COMPANY	261585	CCWS - CHEMICALS	451.00
ENVIRONMENTAL RESOURCE ASSOCIATES	765868	REDO ON FAILED AMMONIA TEST	93.17
ERSCO CONSTRUCTION SUPPLY	23253	REPLACE WATER LATERAL FOR 411 E DIVISION	242.90
FIA CARD SERVICES	1325118	ECON DEV MEETING	31.98
FIA CARD SERVICES	36319	MICHIGAN MUNICIPAL LEAGUE	2,443.00
FIA CARD SERVICES	1327452	ECON DEV MEETING	38.17
FIA CARD SERVICES	36571	MICHIGAN MUNICIPAL LEAGUE	349.00
FIA CARD SERVICES	MHF89K1FJK	MONTHLY IPHONE BACKUP	0.99
FIA CARD SERVICES	084-12046	FABRIC MATERIAL FOR LEACH BASIN -	116.79
FIA CARD SERVICES	6504948	PD SERVER CLOUD BACKUP SUBSCRIPTION	59.99
FIA CARD SERVICES	3457447008	LIFT STATION ALARM - FAX SERVICE	24.99
FIA CARD SERVICES	107751	HAZMAT ABSORBENT SOCKS	114.86
FIA CARD SERVICES	2583373019	FAX SERVICE - LIFT STATION REPORTS	24.99
FIA CARD SERVICES	BBY01-	CITY MNGR DOCKING STATION	142.03
FIRST DUE FIRE SUPPLY COMPANY	15-535	JACKETS & PANTS PPE REPLACEMENT	21,064.82
FIRST DUE FIRE SUPPLY COMPANY	15-733	GLOVES PPE REPLACEMENT	136.85
FIRST DUE FIRE SUPPLY COMPANY	15-732	LIFE LINER HOOD - PPE REPLACEMENT	40.99
FRONTIER	26978201001022145	SNOW BLDG - ELEVATOR PHONE	189.47
GHD SERVICES INC	077667-09	RESIDENTIAL SAMPLING	5,312.50
GHD SERVICES INC	50908	OMM ACTIVITIES	1,948.40
GILLESBY, TIFFANY	08/19/2015	UB refund for account: 05-1458-4	109.89
GLOBAL TELEMATIC SOLUTIONS, LLC	20095	VEHICLE TRACKING SERVICE	220.00
HALE'S HARDWARE, INC	C126907	SALT SPREADER - FASTENERS	13.70
HALE'S HARDWARE, INC	C126939	SALT SPREADER - FASTENERS	4.85
HALE'S HARDWARE, INC	D88783	BOTTLED WATER	13.56
HALE'S HARDWARE, INC	D89169	DEHUMIDIFIER - CITY HALL	290.03
HALE'S HARDWARE, INC	D88664	FASTENERS - FD	0.52
HALE'S HARDWARE, INC	D88581	SUPPLIES - FD	50.88
HALE'S HARDWARE, INC	B87511	SUPPLIES - VEHICLES	22.91
HALE'S HARDWARE, INC	C126624	SHIP METER FOR REPAIR	10.50
HALE'S HARDWARE, INC	D87754	BOX COVER/WIRE CONNECTORS	5.80
HALE'S HARDWARE, INC	D85576	MASONRY BIT/HASP/FASTENERS - GOERLICH	13.73
HALE'S HARDWARE, INC	D87196	HAND TRUCK	61.10
HALE'S HARDWARE, INC	C124977	PUSH MOUNTS/CONNECTORS	34.79
HALE'S HARDWARE, INC	D87829	UF CABLE	58.19
HALE'S HARDWARE, INC	D89090	COUPLING - 402 W HIGH WATER SVC REPAIR	3.19
HALE'S HARDWARE, INC	C127003	COUPLING - WATER SVC WALNUT ST	6.30
HANSON BEVERAGE SERVICE	329324	DISTILLED WATER	21.50
HARDING'S MARKET, INC	8/14/15	SUPPLIES - FD	60.63
HARDING, PATRICK	8/10/15	GLEMS TRAINING	48.23
HI-TECH SMR COMMUNICATIONS	23252	REPAIR ON 3 PAGERS	420.00
HI-TECH SMR COMMUNICATIONS	23233	CCWS - PERMIT TO INSTALL TOWER	370.00
ITRON, INC	382873	ITRON QUARTERLY MAINT.	951.99
ITRON, INC	383737	JULY PROFESSIONAL SERVICES	8,835.00
JACKSON TIRE COMPANY	1189-14	#06F - TIRE REPAIR	15.00
JIM D'S BODY SHOP, INC	8/13/15	VEH REPAIR (FD #2101)	652.60

Vendor		Description	Amount
JUDD LUMBER COMPANY, INC	1508-654553	2ND FLOOR MATERIALS	63.14
JUDD LUMBER COMPANY, INC	1508-654145	LOCKING PLIERS - MVP TOOL	17.79
JUDD LUMBER COMPANY, INC	1508-653221	2ND FLOOR EXHIBIT MATERIALS	202.48
JUDD LUMBER COMPANY, INC	1507-652424	2ND FLOOR EXHIBITS	85.74
JUDD LUMBER COMPANY, INC	1507-651512	MUSEUM - EXTERIOR OVERHANG INSTALL	733.63
JUDD LUMBER COMPANY, INC	1507-651487	AUGER RENTAL - MUSEUM OVERHANG INSTALL	40.50
JUDD LUMBER COMPANY, INC	1507-651540	MUSEUM - OVERHANG FASTENERS	34.98
JUDD LUMBER COMPANY, INC	1507-651631	MATERIAL - MUSEUM OVERHANG	44.89
JUDD LUMBER COMPANY, INC	1507-651524	LUMBER - MUSEUM OVERHANG	2.68
JUDD LUMBER COMPANY, INC	1507-652650	HAMMER BIT - MUSEUM HANDICAP PEDESTAL	7.99
JUDD LUMBER COMPANY, INC	1508-652957	CEMENT - MH REPAIR COMMERCIAL ST	20.07
JUDD LUMBER COMPANY, INC	1508-653117	HAMMER RENTAL - 411 E DIVISION WATER	33.00
JUDD LUMBER COMPANY, INC	1508-653171	REDI-MIX - STORM DRAIN REPAIR AMBULANCE	36.15
JUDD LUMBER COMPANY, INC	1508-653420	REDI-MIX - MONITORING WELL REPAIRS	24.30
JUDD LUMBER COMPANY, INC	1508-654320	WASP & HORNET SPRAY	11.98
KAMINSKY, TRACY	08/19/2015	UB refund for account: 12-0344-6	150.00
KENT RECORD MANAGEMENT, INC	0054229	SHREDDING SVC CH - 7/1 - 7/31/15	30.00
KENT RECORD MANAGEMENT, INC	0054230	SHREDDING SVC PD 7/1 - 7/31/15	30.00
KOTZ SANGSTER WYSOCKI PC	356594	LEGAL SERVICES	4,788.00
KURSINSKY, MICHAEL	08/19/2015	UB refund for account: 13-0341-21	18.58
LAKE MICHIGAN MAILERS, INC	330444	POSTAGE	5,000.00
LAYLIN WELDING, INC	157543	#2-40 ANGLE IRON MATERIAL	25.52
LES INDUSTRIES FOURNIER, INC	129534	FOURNIER ROTARY PRESS - PARTS	2,195.70
M & T ENTERPRISES	08/19/2015	UB refund for account: 15-1605-1	24.74
MARSHALL, LINDA K	08/19/2015	UB refund for account: 16-1846-13	74.63
MICHIGAN PAVING AND MATERIALS CO	140872	ASPHALT	100.10
MICHIGAN PUBLIC POWER AGENCY	20150810022	RENEWABLE PORTFOLIO SVC. COM FEE	14.76
MTL, INC	M2714	BLIGHT MOWINGS	58.00
MTL, INC	M2715	MOWING OF CITY OWNED PROPERTIES	702.67
MTL, INC	M2713	BLIGHT MOWINGS	126.00
MTL, INC	M2694	BLIGHT MOWINGS	210.83
MYERS FORKLIFT LLC	0819	#148 FORK LIFT PIN KIT	16.24
PETTY CASH	8/14/15	PETTY CASH REIMBURSEMENT	82.62
POSITIONING SOLUTIONS COMPANY	INV14935	FLAGGING MATERIAL FOR MARKINGS	111.30
POWER LINE SUPPLY, INC	5944301	LED FIXTURES	2,576.00
POWER LINE SUPPLY, INC	5947982	BLUE METER SEALS	260.00
POWER LINE SUPPLY, INC	5947983	ARM MAST - SECURITY LIGHT	71.28
POWER LINE SUPPLY, INC	5947985	PHOTO EYE/CROSS ARM PINS/CONNECTORS	491.93
POWERNET GLOBAL COMMUNICATIONS	34935784	LONG DISTANCE SERVICE 7/12 - 8/12/15	22.48
PRECISION DATA PRODUCTS, INC.	I0000441481	TREASURER PRINTER DRUM UNIT	131.95
PRECISION DATA PRODUCTS, INC.	I0000441724	DDA PRINTER INK	223.00
PRESTLY, SHANECE	08/19/2015	UB refund for account: 15-2738-7	155.05
PRIORITY COMPUTER SERVICES, INC	203501	SERVER BACKUP SOFTWARE RENEWAL	179.00
PRIORITY COMPUTER SERVICES, INC	203482	SERVER MONITORING/SPAM FILTERING	330.00
PVS TECHNOLOGIES, INC	199839	FERROUS CHLORIDE	1,974.85
QUILL CORPORATION	6407259	LYSOL CLEANER	33.99
QUILL CORPORATION	6436407	OFFICE SUPPLIES	60.30
R&D SEWER RODDING & DRAIN CLEANING	8/10/15	CANCELLED PERMIT PP15-022 FOR 115 HAINES	105.00
REAL PRO SOLUTIONS, LLC	PC1689	PROPERTY CLEAN UP - 405 GREEN	120.00

Vendor		Description	Amount
REAL PRO SOLUTIONS, LLC	HB1394	EMERGENCY BOARDUP	150.00
REAL PRO SOLUTIONS, LLC	LM2284	CCWS - MOW PENN PUMP HOUSE	90.00
REAL PRO SOLUTIONS, LLC	LM2285	CCWS - MOW VANDALIA TOWER	70.00
RHOADES MCKEE	255139	ENVIRONMENTAL-LANDFILL	692.50
ROBISON, VERNELL	08/19/2015	UB refund for account: 11-1814-14	370.82
ROMAN, KEVIN	8/17/15	MILEAGE - COURT	23.00
ROSS, GAIL M	08/19/2015	UB refund for account: 08-0985-7	230.00
SCHERER, JOE DBA LONELY PI	8/13/15	09/15 MONTHLY PMT ACCT 7508450033	6,174.53
SCHILLING'S WASH & WAX	7/31/15	CAR WASH-PD 6001	8.00
SCHROEDER, TED & JOAN	08/19/2015	UB refund for account: 04-3890-00	20.55
SCOTT SAYLOR	00110	MOW RUSSOM PARK	185.00
SEMCO ENERGY GAS COMPANY	0148809.501	UTILITY - GAS (FIRE DEPT)	16.57
SEMCO ENERGY GAS COMPANY	0149080.500	GAS SVC 6/30 - 7/30/15	21.95
SEMCO ENERGY GAS COMPANY	0148902.500	GAS SVC 6/30 - 7/30/15	98.18
SEMCO ENERGY GAS COMPANY	0147944.500	GAS SVC 6/29 - 7/29/15	16.40
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SVC 6/26 - 7/28/15	16.16
SEMCO ENERGY GAS COMPANY	0146763.501	GAS SVC 6/29 - 7/29/15	61.43
SEMCO ENERGY GAS COMPANY	0149077.500	GAS SVC 6/30 - 7/30/15	20.05
SEMCO ENERGY GAS COMPANY	0357529.501	GAS SVC 6/30 - 7/30/15	15.68
SEMCO ENERGY GAS COMPANY	0149089.500	GAS SVC 6/30 - 7/30/15	16.06
SHARE CORPORATION	920542	BLAST AWAY/RED SHOP TOWELS	537.52
SIRCHIE FINGER PRINT LABORATORIES	0217690-IN	EVIDENCE SUPPLIES	174.72
SPARKLE AND SHINE CAR WASH	1105-22	CAR WASH	10.00
STATE OF MICHIGAN	ME-0200312	SALES & TAX-JULY 2015	16,143.32
STEVE ALLEN	08/18/15	USED PERSONAL VEHICLE FOR WORK	36.80
TELE-RAD, INC.	866291	VIDEO INSTALLATION PD 132	311.55
THE RIDGE COMPANY	630988	UNIT #106 BATTERY	323.97
THE RIDGE COMPANY	630256	#131 FUEL FILTER	13.08
THE RIDGE COMPANY	630686	HELICOIL KIT - LOWE ST LIFT STATION	36.19
THE RIDGE COMPANY	630693	RETURN HELICOIL KIT - LOWE ST LIFT	(36.19)
THE RIDGE COMPANY	631778	#103 OIL & FUEL FILTERS	26.13
THE RIDGE COMPANY	631886	#103 AIR FILTERS	64.53
THE RIDGE COMPANY	632849	#104 - AIR/OIL/FUEL FILTERS	125.89
THE RIDGE COMPANY	632872	#104 - PRESSURE GAUGE PARTS	30.59
THE RIDGE COMPANY	633027	#2-20 BATTERY CABLE TERMINAL	5.69
THE RIDGE COMPANY	633241	#148 - AIR FILTER/OIL FILTER	26.22
THE RIDGE COMPANY	633264	#148 OIL FILTER	12.21
THE RIDGE COMPANY	633250	#148 GREASE	5.98
THE RIDGE COMPANY	630674	GENERATORS - MTCE PARTS	210.72
TURF SERVICES	03457	SERVICE CALL/COUPLER/PVC PIPE - CITY	70.00
TURF SERVICES	03456	LABOR/ELBOW/PVC PIPE - MUSEUM	114.50
UNDERGROUND PIPE & VALVE, INC	7001579	PIPE - MAIN & PENN PARKING LOT	92.50
UNUM LIFE INSURANCE CO OF AMERICA	0150597-001	LIFE INSURANCE-SEPT 2015	1,114.89
US 31 SUPPLY, INC	T274241	1 & 2" PVC CONDUIT (WO 15-1020/1021)	175.82
USA BLUEBOOK	714978	LAB SUPPLIES/PIPE PARTS	255.95
USA BLUEBOOK	717667	PVC COUPLING/SAMPLES	194.09
VANDERVRIES, EDWARD	8/13/15	ASSESSING SERVICES 09/15	1,775.00
WASTE MANAGEMENT OF MICHIGAN, INC.	8374273-1710-7	DUMPSTERS/TRASH CART 8/15	522.85
WASTE MANAGEMENT OF MICHIGAN, INC.	7416267-2529-4	SLUDGE DISPOSAL	3,785.00

Vendor		Description	Amount
WATER SOLUTIONS UNLIMITED, INC	37234	CCWS - PHOSPHATE	847.00
WATSON'S TREE SERVICE	3121958	REMOVE TREES & STUMPS	4,250.00
WATSON'S TREE SERVICE	3121957	REMOVE TREES & STUMPS	4,170.00
WEBSTER, RYAN	08/19/2015	UB refund for account: 05-2728-26	49.82
WIGGINS, DANIEL	188028025202	CELL PHONE REIMBURSEMENT 6/24 - 7/23/15	45.00
WIGHTMAN & ASSOCIATES, INC	50223	2015 GENERAL CONSULTING SVC	11,569.81
WIGHTMAN & ASSOCIATES, INC	50224	ENG SVC - E RAILROAD RESURFACING	798.00
WIGHTMAN & ASSOCIATES, INC	50225	RUSSOM FIELD DRAINAGE REVIEW	1,209.62
WYOMING ASPHALT PAVING CO., INC.	15366	ASPHALT	106.59
		Total:	638,372.26