



## REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday June 8, 2015, 7:00 p.m.

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### AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -Mayor Donald D. Lyons
- ROLL CALL -Mayor Donald D. Lyons  
-Mayor Pro-Tem Leon Laylin  
-Councilmember Charles Burling  
-Councilmember James Dodd  
-Councilmember Danielle Lucas  
-Councilmember Lori Hunt  
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – June 1, 2015
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- PUBLIC HEARING –
1. Public hearing will be held to receive comments on the proposed PA425 Conditional Transfer of Property for property located at 56373 M-51 South in Pokagon Township.
- PUBLIC COMMENTS –
1. Energy Optimization Program Administrator renewal / Biennial Renewable Energy Plan
- RESOLUTIONS –
1. Resolution to approve an agreement for the conditional transfer of lands in Pokagon Township to the City of Dowagiac in accordance with PA 425 of 1984.
  2. Resolution to authorize the renewal of *Efficiency United* as the City's Energy Optimization Program Administrator for service period 2016 / 2017.

3. Resolution to approve the update of the City of Dowagiac’s Renewable Energy Plan that is required by PA 295 of 2008.
4. Resolution to authorize an agreement with Wightman and Associates, Inc. for planning and engineering services.
5. Resolution to authorize an interlocal agreement with Silver Creek Township regarding Russom Park.
6. Resolution authorizing Pegasus to construct an office suite at the James E. Snow Professional building for a doctor’s office.
7. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

	BILLS – 5/21/15	PAYROLL #17	TOTAL
	\$800,597.47	\$288,328.74	\$910,948.03
	BILLS – 6/4/15	PAYROLL #18	TOTAL
	\$157,014.93	\$177,978.18	\$334,993.11
<b>TOTALS:</b>	<b>\$957,612.40</b>	<b>\$288,328.74</b>	<b>\$1,245,941.14</b>

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

ORDINANCES –

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

ADJOURNMENT –

Kevin P. Anderson  
City Manager

Attachments

## DOWAGIAC CITY COUNCIL SPECIAL MEETING

Monday, June 1, 2015

A special meeting of the Dowagiac City Council was called to order by Mayor Lyons at 6:30 p.m.

Mayor Lyons deferred on the Pledge of Allegiance to the flag.

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

**ABSENT:** Councilmember Danielle E. Lucas and City Clerk Jane Wilson.

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

Councilmember Schuur moved and Councilmember Dodd seconded that the minutes of the May 21, 2015 special meeting be approved.

Approved unanimously.

### RESOLUTIONS

1. Resolution to approve a budget for Fiscal Year 2015-16 that will begin October 1, 2015 and end on September 30, 2016.

Councilmember Burling offered and moved to approve the following resolution; seconded by Councilmember Schuur.

**WHEREAS**, the City Council of the City of Dowagiac has received a proposed budget from the City Administration for the fiscal year beginning October 1, 2015 and ending September 30, 2016; and

**WHEREAS**, in accordance with Public Act 42 of 1995 and Section 8.4 of the City Charter, the City of Dowagiac on June 1, 2015 held a public budget hearing concerning all City funds. During said hearing the property tax millage rates and proposed uses of the same were presented; and

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

- General
- Major Streets
- Local Streets
- Parks
- Sidewalk Replacement Program
- Solid Waste
- Industrial/Economic Development

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Monday, June 1, 2015

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- LDFA Project
- DDA TIF Project
- Streetscape Maintenance
- Rehabilitation Loan Payments
- MSHDA Rental Rehab
- Municipal Facilities/Improvements
- City Drug Forfeiture
- Depot
- M-51 South Commercial Development
- Capital Projects Fund
- Electric Utility
- Dial-A Ride Transportation (DART)
- Sewer Utility
- Water Utility
- Motor Pool/Equipment
- Computer Replacement
- Health/Drug Self Insurance
- Self Insurance - Liability
- Cemetery Trust
- Retiree Health Insurance
- Fire Insurance Escrow

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt the aforementioned budgets, which are contained in the budget document submitted to the City Council and placed on file with the City Clerk, for the year beginning October 1, 2015 and ending September 30, 2016.

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

14.1521 Mills - General Fund Operations	
.5500 Mills - Dial-A-Ride (DART) Fund Operations	
<u>2.6000</u> Mills - Solid Waste Fund Operations	
17.3021	TOTAL MILLAGE

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

DOWAGIAC CITY COUNCIL SPECIAL MEETING

Monday, June 1, 2015

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

**BE IT FURTHER RESOLVED** that a late penalty fee of 4% of the City tax levy shall be added to those delinquent City taxes, which remain unpaid as of September 16, 2015.

**BE IT FURTHER RESOLVED** that all delinquent property taxes collected on or after September 16, 2015 shall have an additional 1% added per each month thereafter to the outstanding balance due.

ADOPTED unanimously on a Roll Call vote.

ADJOURNMENT

Upon motion by Councilmember Dodd and seconded by Councilmember Laylin, the Dowagiac City Council adjourned at 6:47 PM.

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Donald D. Lyons, Mayor

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Rozanne H. Scherr, Deputy City Clerk

## *CITY OF DOWAGIAC*

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

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

**DATE:** June 5, 2015

**SUBJECT:** Public Hearing for a 425 Agreement with Pokagon Township

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The real estate firm representing the owners of property located at 56373 M-51 South, more commonly known as the Casey Property, have requested that Pokagon Township and the City of Dowagiac consider a contract for the Conditional Transfer of Property pursuant to PA 425 of 1984. The property is currently located in Pokagon Township and is adjacent to the western property line of Honor Credit Union which is located within the city limits of Dowagiac.

It is being requested that the City and Township enter into a 425 Agreement that allows for the conditional transfer of property from the Township to the City. He is requesting this to better facilitate zoning, utility connections and police protection for future development on the site.

The City and Township have authorized 425 conditional transfers of properties in the past and the agreement mirrors previous agreements with the exception of the initial starting and ending dates. Discussions have been held with Township Supervisor Linda Preston and it appears to be in the long-term interests of the Township, the City and the property owner to consider the proposed Conditional Transfer of Property at this time.

In May, City Council and Pokagon Township both took action to set public hearings for the week of June 8<sup>th</sup>. After the public hearing, City Council can take action and then there is a 30-day waiting period in case electors of either community challenge the decision and seek a referendum to place it as a ballot question.

### RECOMMENDATION

Hold a public hearing and take action on the PA 425 Conditional Land Transfer Agreement.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Draft Agreement

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

**WHEREAS,** in keeping with the provisions of Act No. 425 of the Public Acts of Michigan of 1984, the City of Dowagiac and Pokagon Township wish to jointly enter into and adopt a contract for the Conditional Transfer of Property currently in Pokagon Township for the purposes of an “Economic Development Project”; and

**WHEREAS,** said contract, as attached herewith, fully describes the terms and conditions under which the property transferred, as described in Appendix A, shall be governed and provided services; and

**WHEREAS,** following the completion of a public hearing on June 8, 2015 in complete compliance with Public Act 425 of 1984, the City Council of the City of Dowagiac now wishes to approve and enter into such contract with the following conditions:

- a. That said approval be contingent upon the like approval of an identical document by the Township Board of Pokagon Township.
- b. That said contract become effective thirty (30) days following the latter of the public hearings to be held by both the City and Pokagon Township, and only in the event that during such thirty (30) day period, no petitions are filed, nor resolutions adopted, by either local unit involved, in accordance with Article 124.25, Section 5, of Public Act 425 (1984) as amended.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by the majority vote of those members elected and serving on the City Council, does hereby adopt and enter into a contract with Pokagon Township for the Conditional Transfer of Property, as attached hereto and by reference made a part hereof for the purposes of an “Economic Development Project” in compliance with Public Act 425 of the Public Acts of Michigan of 1984.

**BE IT FURTHER RESOLVED** that the contract shall not take full force and effect until and unless:

- a. It is first considered before a public hearing of each of the Legislative bodies of the local units affected.
- b. That no-less-than thirty (30) days following the last-occurring public hearing, as referenced above, shall elapse.

- c. That at no time during the thirty (30) day period, referenced above, shall any petition be filed, or resolution adopted, in accordance with Article 124.25, Section 5, of Public Act 425 (1984), which would require a referendum on such contract or preclude either local unit from entering into such contract.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk of the City of Dowagiac be authorized and directed to act as signatories for the execution of said contract upon final adoption in accordance with the provisions and conditions set forth herein.

ADOPTED / REJECTED

DRAFT

**CONTRACT FOR THE CONDITIONAL TRANSFER OF PROPERTY**

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Dowagiac, a Michigan municipal corporation, with its principal offices at 241 South Front Street, Dowagiac, Michigan 49047, hereinafter referred to as the 'City' and the Township of Pokagon, a Michigan municipal corporation, with its principal offices at 30497 Peavine Street, Dowagiac, Michigan 49047, hereinafter referred to as the 'Township'.

WHEREAS, Act No. 425 of the Public Acts of Michigan of 1984 (1984 PA 425) enables two local units of government to conditionally transfer property for the purpose of an economic development project, which conditional transfer must be controlled by a written contract agreed to by the affected local units, and which written contract must be in compliance with the provisions of (1984) PA 425; and

WHEREAS, the City wishes to undertake an economic development project as defined in (1984) PA 425 on the land described in Exhibit A attached hereto, which is presently located in Pokagon Township, Cass County, Michigan; and

WHEREAS, each local unit must, according to (1984) PA 425, consider certain factors prior to entering into a contract pursuant to (1984) PA 425; and

WHEREAS, in accordance with (1984) PA 425, the City Council held a public hearing on the \_\_\_\_ day of \_\_\_\_\_, 2015, at 7:00 p.m. and the Township Board held a public hearing on the \_\_\_\_ day of \_\_\_\_\_, 2015 at \_\_\_\_ p.m. regarding the conditional transfer of property pursuant hereto; and

WHEREAS, the City Council and the Township Board have each decided, by a majority vote of the members elected and serving on each body, to enter into this Agreement; and

WHEREAS, neither the City Council nor the Township Board adopted a resolution calling for a referendum on the transfer to be made pursuant to this Agreement, and more than thirty (30) days have elapsed since holding of a public hearing by each body, and neither the City Clerk nor the Township Clerk has received a petition calling for a referendum on said transfer.

NOW, THEREFORE, in exchange for the mutual representations, promises, covenants and other considerations made or referred to in this Agreement, the parties to this Agreement agree as follows:

**ARTICLE I**  
**TRANSFER AND EFFECT**

1.1 Transfer of Property. The real property legally described in Exhibit A attached hereto, hereinafter referred to as the 'Transferred Area', is hereby transferred from the Township to the City and shall, for the term of this contract, and for all purposes except as specifically otherwise indicated herein, be considered to be within the jurisdiction of the City.

1.2 Municipal Services. The City shall be responsible for providing fire protection, police protection, water, sewer, storm sewer, electric, roads and all other municipal services to the Transferred Area. Ambulance service shall be made available to all properties in the Transferred Area in the same manner as the same is made available to other properties within the corporate limits of the City of Dowagiac. In the event that any water, sewer or storm sewer system used by the Transferred Area requires the use of Township infrastructure or other property, any and all costs of maintenance, replacement or service therein shall be borne by the City.

1.3 Municipal Authority. The Transferred Area shall be deemed to be under the jurisdiction of the City for the purposes of all City ordinances.

1.4 Liens. Liens for special assessments, taxes, and other purposes made against the Transferred Area by the Township shall remain in full force and effect just as if the Transferred Area were remaining within the jurisdiction of the Township.

1.5 Taxes. The Transferred Area shall be considered to be within the jurisdiction of the City for purposes of all taxation. Insofar as the Transferred Area was within the taxing jurisdiction of the Township on the 2015 tax day (December 31, 2015), the Township shall continue to bill and collect taxes on the Transferred Area for calendar year 2015 (tax day December 31, 2015) without regard to this Agreement.

## **ARTICLE II** **REPRESENTATIONS**

2.1 Representations. Each party to the Agreement represents that prior to entering into this Agreement and when formulating this Agreement, it has considered the following factors:

(a) Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; the past and probable future growth, including population increase and business, commercial, and industrial development in the Transferred Area; and the comparative data for the Township and the portion of the Township remaining after the transfer of the Transferred Area.

(b) Need for organized community services; the present cost and adequacy of governmental services in the Transferred Area; the probable future need for services in the Transferred Area; the practicability of supplying such services to the Transferred Area; the probable effect of the transfer and of alternative courses of action on the cost and adequacy of services in the Transferred Area, and on the remaining portion of the Township; the probable change in taxes and tax rates in the Transferred Area in relation to the benefits expected to accrue from the transfer; and the financial ability of the City, which is responsible for services in the Transferred Area, to provide and maintain those services.

(c) General effect of the transfer upon the parties to the Agreement; and the relationship of the transfer to any established city, village, township, county or regional land use plan.

**ARTICLE III**  
**SHARING OF REVENUES**

3.1 Sharing of Taxes. Taxes on the Transferred Area shall be shared by the parties hereto as follows:

(a) On or before December 1, 2015 and annually thereafter during the term of this Agreement, the City shall pay to the Township a sum equal to the then-imposed operational millage levy of Pokagon Township assessed against the State taxable value of the real and personal property and improvements contained within the Transferred Area, determined as of December 31 of the prior year. Any amount not paid by said date shall bear interest at the rate of one percent (1%) per month until paid. In the event that, during the life of this agreement, the Township shall increase its operational millage levy, whether by its legal change to "Charter Township" status, or otherwise, to a rate exceeding 1.25 mills, then the City shall pay the Township, during such period of excess levy, an annual sum equal to 1.25 mills assessed against the state taxable value of the real and personal property and improvements contained within the Transferred Area, determined as of December 31 of the prior year.

If the method of computing or levying taxes in Cass County, Michigan is significantly altered, the City and Township shall renegotiate a new formula, which will pay an approximate equal share of revenue to the Township as the initial formula described in the above paragraph.

(b) If a tax abatement or exemption is requested with respect to any property in or proposed in the Transferred Area, such abatement or exemption shall not reduce the annual sum the City is required to pay to the Township under paragraph 3.1(a), unless the Township Board approves such a reduction by written resolution.

(c) The tax sharing provision is in lieu of any and all other payments or fees from the Transferred Area to which the Township might otherwise be entitled.

(d) The City and Township agree to reopen negotiations regarding the millage rate levied against real and personal property under terms of this agreement ten (10) years after the effective date of this agreement.

3.2 Gifts, Grants, Assistance Funds, or Bequests. The Transferred Area shall be treated as being within the jurisdiction of the City for purposes of gifts, grants, assistance funds, bequests, or other funds from any private or public source given as a result of the Transferred Area, an activity performed upon the Transferred Area, the occupancy of the Transferred Area, or for any other reason arising from the Existence or jurisdiction of the Transferred Area; such gifts being distributed to the City alone and not shared with the Township.

3.3 Other Funds. For the purpose of state and federal revenue sharing, the sharing of highway funds, or any other type of funds, the Transferred Area shall be considered as being within the jurisdiction of the City, and such funds shall not be shared with the Township.

**ARTICLE IV**  
**INDEMNIFICATION**

4.1 Indemnification. In the event the Township incurs liabilities or costs defending claims or suits against it as a result of entering into the terms of this Agreement, except liabilities or costs incurred as a result of a dispute between the parties to this Agreement, the City agrees to hold harmless and indemnify the Township from and against any costs, judgments, or claims required to defend or settle said actions. In other legal matters, the party not responsible for the liability, or for defending against the liability, shall be held harmless by, indemnified by, and defended by the other party upon its receipt of notice of any claim, lawsuit, judgment, penalty, and administrative proceeding.

**ARTICLE V**  
**TERM AND TERMINATION**

5.1 Term. This Agreement shall terminate at 11:59 p.m. on the 11<sup>th</sup> day of July, 2065, subject to the provisions of Section 5.3 herein.

5.2 Effect of Termination. Upon the termination of this Agreement, and/or any renewals or extensions thereto in accordance with Section 5.3 herein, the Transferred Area shall for all purposes be within the jurisdiction of the City.

5.3 Renewal. The parties hereto hereby acknowledge their express and mutual intent that this Agreement shall be renewed upon expiration thereof by approval of the legislative body of each, for additional periods not to exceed fifty (50) years, as specifically authorized by the provisions of Section 2 of Act 425, Public Acts of 1984, as amended, being MCLA 124.22. In the event of such renewal, the parties shall duly execute such documents/contracts as may be required in the premises, either extending this Agreement or by executing a new Agreement at that time. Unless otherwise mutually agreed by the respective legislative bodies of the parties, all other terms, provisions and conditions of this Agreement shall, in the event of such renewal, remain in full force and effect.

5.4 Other Grounds for Termination; Rescission. This Agreement may also be terminated:

- (a) By mutual agreement of the parties; or
- (b) By the Township, in the event that the City shall refuse or fail to make any payment required by Section 3.1 above.

5.5 Prohibition of Annexation. While this Agreement is in effect:

- (a) No other method of annexation or transfer shall take place for any portion of the Transferred Area;

(b) That no other method of annexation or transfer shall take place for any remaining portion of the Township **UNLESS** the parties are unable, in good faith, to make and enter into an agreement for conditional transfer of such property pursuant to Act 425, Public Acts of 1984, as the same now exists or shall be hereafter amended;

(c) That nothing herein contained shall be construed to prevent annexation of other properties within the Township by resolution of the Dowagiac City Council in the case of City-owned property or by joint resolution of the Dowagiac City Council and Pokagon Township Board as authorized by law.

(d) While the Agreement is in effect, including all renewal terms, the City shall not sponsor or encourage annexation. The City may, however, in accordance with the Freedom of Information Act, provide information to property owners or residents of the Transferred Area upon their request. In addition, the City shall have the right to participate in any legal proceedings regarding annexation, and to express its position upon any proposed annexation or transfer.

## **ARTICLE VI** **ENFORCEMENT**

6.1 **Enforcement.** Any dispute that arises hereunder between the parties hereto shall be submitted to the American Arbitration Association in accordance with its Rules of Arbitration. An arbitration award under this provision shall be final and binding and a judgment of the Circuit Court may be entered to enforce the award. In case of any such enforcement action, the prevailing party shall be entitled to collect from the losing party all of its costs, including its reasonable attorneys' fees, incurred to investigate, bring and maintain that enforcement action. In addition to any other remedies, in the event an arbitration award finds a substantial breach of this Agreement by the City, the arbitrator may order that the Transferred Area shall be returned to the jurisdiction of the Township.

## **ARTICLE VII** **MISCELLANEOUS**

7.1 **Notices.** Any notice, demand or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

(a) TOWNSHIP:

1. Pokagon Township Hall  
30683 Peavine Street  
Dowagiac, MI 49047
2. The current Township Supervisor whose name and address appears in the Cass County Directory published by the Cass County Board of Commissioners as of the date such notice is

given. The current Township Supervisor is:

Linda Preston  
30683 Peavine Street  
Dowagiac, MI 49047

(b) CITY:

Dowagiac City Hall  
241 South Front Street  
P.O. Box 430  
Dowagiac, MI 49047-0430

In the event that either party shall hereafter desire to change the mailing address to which notice is to be provided, either may do so by providing written notice to the other of such change of address.

7.2 Governing Law. This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created hereunder are performable in Cass County, Michigan, and Cass County, Michigan shall be the venue for any arbitration between the parties that may be brought in connection with, or arise out of, or by reason of this Agreement.

7.3 Assignment. No assignment of this Agreement or the rights and obligations thereunder shall be valid without the specific written consent of both parties hereto.

7.4 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

7.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

7.6 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

7.7 Article and Other Headings. The Article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.8 Amendments and Contract Execution. This Agreement may be amended by mutual agreement of the parties. This Agreement and amendments thereto shall be in writing and executed in multiple copies. Each copy shall be deemed an original, but all copies together shall constitute one and the same instrument.

7.9 Entire Agreement. This Agreement supersedes all previous or contemporaneous contracts and constitutes the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No oral statements or prior or contemporaneous written material not specifically incorporated herein shall be of any force and effect. Both parties specifically acknowledge, in entering into and executing this Agreement, that they rely solely on the representations and agreements contained in this Agreement and no other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Witnesses:

CITY OF DOWAGIAC:

\_\_\_\_\_  
  
\_\_\_\_\_

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

\_\_\_\_\_  
Jane Phillipson, Its Clerk

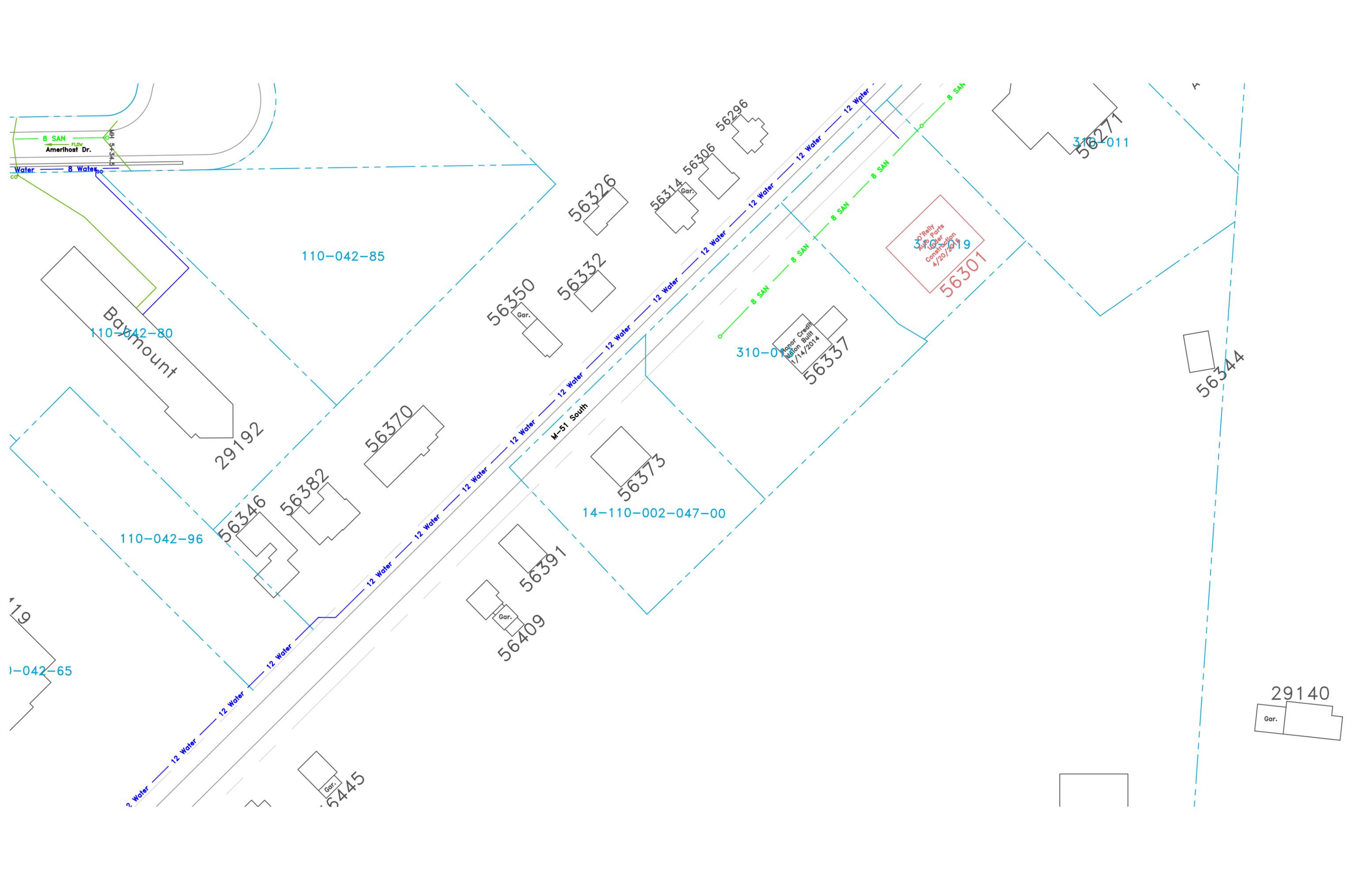
Witnesses:

TOWNSHIP OF POKAGON:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Linda Preston, Its Supervisor

\_\_\_\_\_  
Renee Meiser, Its Clerk





Post Office Box 2807  
Elkhart, IN 46515  
(574) 294-5227  
FAX: 294-8470

JOB NAME 56373 M-51

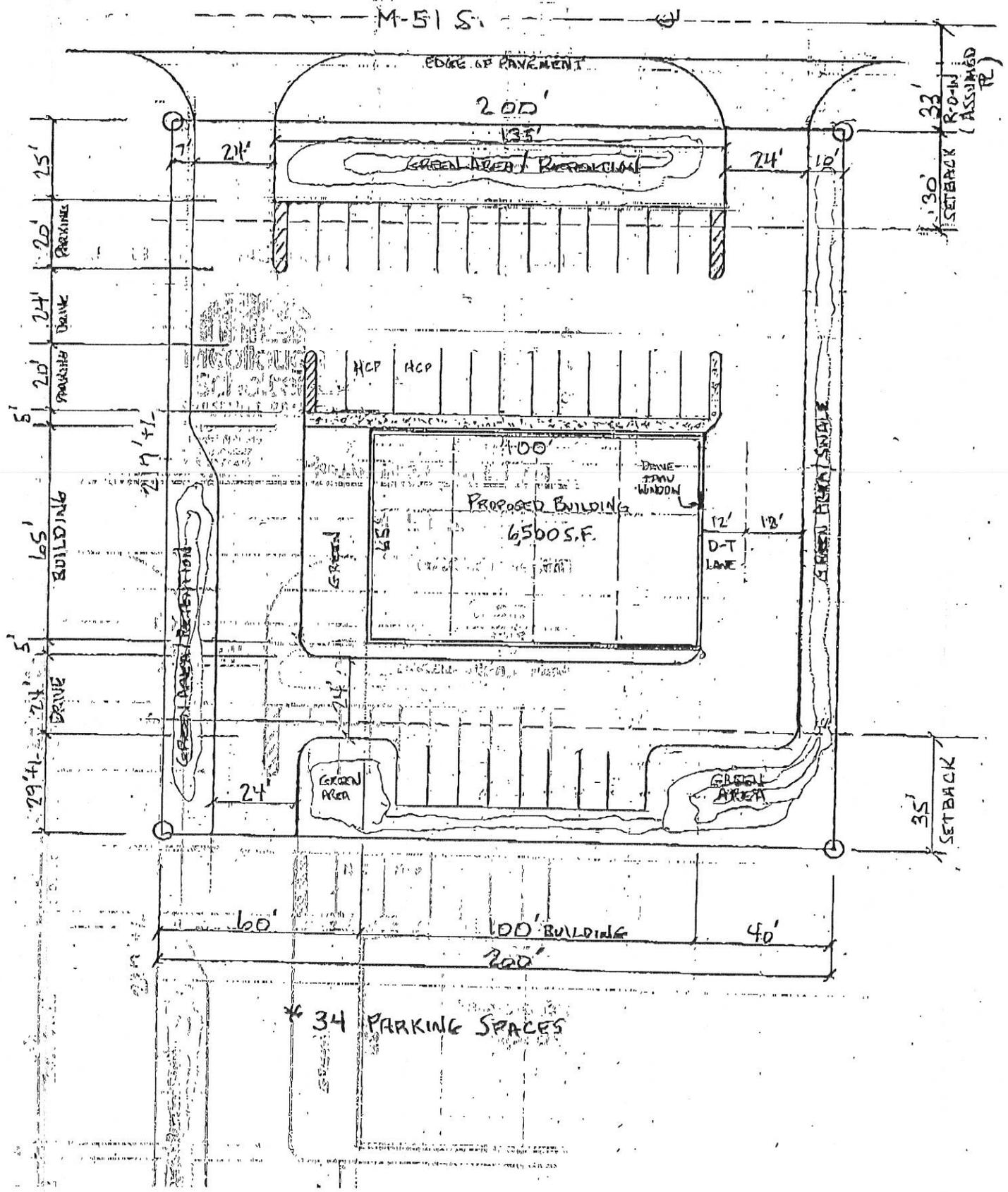
JOB NO. \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_

CALCULATED BY \_\_\_\_\_ DATE 4-21-15

VERIFIED BY \_\_\_\_\_ DATE \_\_\_\_\_

SCALE 1" = 40'

PRELIMINARY SITE PLAN



***CITY OF DOWAGIAC***

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

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

**DATE:** June 5, 2015

**SUBJECT:** Energy Optimization Program / Renewable Energy Plan

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Included on the agenda for your consideration and approval are items pertaining to the City's Energy Optimization Program and Renewable Energy Plan.

The Clean, Renewable, and Efficient Energy Act of 2008 (PA 295) requires that all municipal electric utilities in Michigan develop and implement plans for energy optimization and renewable energy. The City has participated in both programs since their inception in 2008.

1. In 2013, the City of Dowagiac contracted with *Efficiency United*, the State run program administrator, to oversee the Energy Optimization Program and are required to renew the contract every two years.
2. The Renewable Energy Plan requires the City to prepare and approve an annual plan that includes information on renewable energy credits (RECs) received from our wholesale power supplier, American Electric Power (AEP).

Additional information is contained in the attached memo from City staff.

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

**RECOMMENDATION**

Receive public comments on both items, approve the submittal of the renewal contract with *Efficiency United*, and approve the Renewable Energy Plan.

Support Documents:

Cover Memo-City Mgr.  
Memo – City staff  
Resolutions

INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin Anderson  
City Manager

FROM: Susan Watson   
DPS Administrative Assistant

DATE: June 5, 2015

RE: Energy Optimization Program / Renewable Energy Plan

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There are two items that I would like placed on the agenda for the City of Dowagiac's Energy Optimization Program and Renewable Energy Plan.

The first item is for the City of Dowagiac's renewal of our Energy Optimization Program Administrator, *Efficiency United*. Pursuant to 2008 PA 295, Section 91, the City of Dowagiac elected to contract with Efficiency United, the State run program administrator, to oversee the Energy Optimization Program beginning with the service year 2013.

We have received a Notice of Intent to Elect Efficiency United as our Energy Optimization Service Provider for service years of 2016 / 2017, with the option to extend to 2019. I have attached a copy of the Provider Notification of Intent to Elect *Efficiency United* to Offer Energy Optimization Services for 2016/2017. Efficiency United will forward our request and any public comments received to the MPSC for their approval.

The second item is for the City of Dowagiac's updated Biennial Renewable Energy Plan (REP), for which we will need to approve and receive public comment at the Council Meeting on June 8, 2015.

The Clean, Renewable, and Efficient Energy Act of 2008 (PA 295) requires that all municipal electric utilities in Michigan develop and implement plans to obtain at least 10% of the electricity furnished to retail customers from renewable energy resources (via development of an REP to be submitted and approved in June 2015). Copies of the Biennial REP are available on the city's website: [www.cityofdowagiac.com](http://www.cityofdowagiac.com).

The City of Dowagiac will have the required Renewable Energy Credits (RECs) for the REP to comply with PA 295. The City of Dowagiac receives its Renewable Energy Credits (RECs) from our wholesale purchase power supplier, American Electric Power (AEP).

We are required to receive public comments on the proposed plan and comments must be submitted to the Department of Public Services at or before the hearing. All comments, written and oral, will be sent to the Michigan Public Service Commission for review and consideration before the July 1, 2015 deadline.

Should you have any questions or comments, please advise.

:SW

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

WHEREAS, pursuant to Public Act 295 of 2008, Section 91, electric and gas utility providers have the option of meeting energy optimization program compliance requirements by paying a percentage of total utility sales revenues each year to an independent energy optimization program administrator selected by the Michigan Public Service Commission (MPSC), and;

WHEREAS, the independent energy optimization program administrator is called Efficiency United, and;

WHEREAS, the City of Dowagiac elected to use Efficiency United beginning with the service year 2013, and;

WHEREAS, Efficiency United has requested completion of a Provider Notification of Intent to Offer Energy Optimization Services for 2016/2017, and;

WHEREAS, City Council received public comment on June 8, 2015 to gather input into the proposed updated plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac does hereby authorize the renewing the contract with Efficiency United for Energy Optimization Services for the period of 2016/2017.

ADOPTED / REJECTED

**PROVIDER NOTIFICATION OF INTENT TO ELECT *EFFICIENCY UNITED*<sup>1</sup>  
TO OFFER ENERGY OPTIMIZATION SERVICES FOR 2016/2017**

PA 295 of 2008 Implementation of  
Energy Optimization Plans

DATE:

PROVIDER NAME, address and contact information, including email address, for a provider representative:	
City of Dowagiac 241 South Front Street PO Box 430 Dowagiac, MI 49047-0430 PHONE: 269-782-2195 / FAX: 269-782-1838	Kevin P. Anderson, City manager – <a href="mailto:kanderson@dowagiac.org">kanderson@dowagiac.org</a> James D. Bradford, Public Services Director – <a href="mailto:jbradford@dowagiac.org">jbradford@dowagiac.org</a> Susan L. Watson, Public Services Admin. Asst. – <a href="mailto:swatson@dowagiac.org">swatson@dowagiac.org</a>

This is a renewal.       This is a new election.      Election is for years (two year minimum):  
 2016    2017    2018    2019

Electric Utility	Annual Payment to Efficiency United		Annual Incremental Energy Savings Target - MWh				
	Program Year	Total Retail Sales Revenue 2014	Payment (Revenue x 2.0%)	Total Retail Volume 2012	Total Retail Volume 2013	Total Retail Volume 2014	Target (1.0% x 3-Year Average)
	2016	\$7,245,582	\$144,912	65,556	64,326	65,288	651
Gas Utility	Annual Payment to Efficiency United		Annual Incremental Energy Savings Target - Mcf				
	Program Year	Total Retail Sales Revenue 2014	Payment (Revenue x 2.0%)	Total Retail Volume 2012	Total Retail Volume 2013	Total Retail Volume 2014	Target (0.75% x 3-Year Average)
	2016		\$0				0
Gas Utility	Annual Payment to Efficiency United		Annual Incremental Energy Savings Target - Mcf				
	Program Year	Total Retail Sales Revenue 2015	Payment (Revenue x 2.0%)	Total Retail Volume 2013	Total Retail Volume 2014	Total Retail Volume 2015	Target (0.75% x 3-Year Average)
	2017	\$7,245,582	\$144,912	64,326	65,288	65,288	650
	2017		\$0				0

- Total retail sales revenue and volumes should have basis in figures reported on MPSC Form P-521, FERC Form No. 1/3-Q, Form EIA-861, or Form EIA-861(S), as applicable to the provider.
- Payment and target for 2017 may be estimated by substituting 2014 data for 2015 if forecasts are not available.
- Payment and target for future years will be recalculated annually as updated data becomes available.
- Payment and target may be adjusted based on self-direct customer participation and will be determined during the EO plan review process.

<sup>1</sup> 2008 PA 295, Sec. 91, allows providers the option of meeting energy optimization program compliance requirements by paying a percentage of total utility sales revenues, including electricity or natural gas commodity costs, each year to an independent energy optimization program administrator selected by the Michigan Public Service Commission (MPSC). The program run by the independent energy optimization program administrator is called *Efficiency United*. **Providers must make a two-year commitment. An option to renew is provided.**

Providers that have opted to use the independent energy optimization program administrator (*Efficiency United*) are not required to file a PA 295, section 97 (1) annual EO report or individual reports; the administrator shall file a single report addressing energy optimization programs for all providers electing the alternative compliance payment option. Rate regulated providers (IOUs and RRCs) that opt to use *Efficiency United* must still file a financial reconciliation with the MPSC annually.

Breakdown of 2014 Total Retail Sales			
	Residential Customers	Commercial Customers	Industrial Customers
Number	2,194	807	32
Volume MWh	18,325	12,516	34,447
Revenue Elec.	\$2,227,817	\$1,638,865	\$3,378,899
Number			
Volume Mcf			
Revenue Gas			

Self-direct Customers Retail Sales	
Number Customers Elected for 2016	
Total Revenue 2014	
Total MWh 2014	

\_\_\_\_\_  
Signature of Provider Representative

\_\_\_\_\_  
Signature of Efficiency United Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Submit form to: Chere Coleman  
[ccoleman@mcaaa.org](mailto:ccoleman@mcaaa.org)  
Efficiency United  
2173 Commons Parkway  
Okemos, MI 48864

Attach copy to: Current PA 295 Plan Filing  
Election is contingent upon MPSC approval.

The MPSC will provide an opportunity for public comment if the governing body of a municipal utility provider has not provided an opportunity for public comment and filed the comments with the MPSC. It is suggested that the public comments be filed with the providers EO plan filing.

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

WHEREAS, pursuant to Public Act 295 of 2008, the State of Michigan requires that electric and gas utility providers develop a Renewable Energy Plan (REP), and;

WHEREAS, the City of Dowagiac developed the initial Renewable Energy Plan (REP) in May 2009, and;

WHEREAS, Public Act 295 of 2008 requires that the plans be periodically updated, and;

WHEREAS, the City of Dowagiac will have the required Renewable Energy Credits (RECs) for the REP time period of 2015 to 2029 to comply with PA 295, and;

WHEREAS, City Council received public comment on June 8, 2015 to gather input into the proposed updated plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac does hereby authorize the updated Renewable Energy Plan as presented by staff and authorized the City Manager to take all necessary actions to implement the plan.

ADOPTED / REJECTED

**DOWAGIAC DEPARTMENT OF PUBLIC SERVICES**

**RENEWABLE ENERGY PLAN  
U-16609**

**JUNE, 2015**

- Based on this Renewable Energy Plan (REP) the Dowagiac Department of Public Services (City) will have the required Renewable Energy Credits (RECs) for the REP time period of 2015-2029 thereby complying with PA 295.
- The sole source of RECs is the City's wholesale power supplier, Indiana Michigan Power Company (I&M). I&M does not charge the City any incremental costs for renewable energy credits. The City, therefore, will also not incur any incremental costs of compliance with PA 295.
- The City will not exceed the renewable energy surcharge caps specified in PA 295 as none are planned to be charged.
- The financial impact of this REP to the City's customers will be minimized.
- The City will comply with Section 45 of PA 295 which refers to methods of notification to customers charges, if any, for costs associated with its REP.

	A	B	C	J	K	L	M	N	O	P	Q	R	S	T
1	<b>DOWAGIAC</b>			<b>ATTACHMENT C - RENEWABLE ENERGY PLAN SURCHARGE SUMMARY FOR MUNICIPAL UTILITIES</b>										
2														
3	ITEM	Units		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
4	Sales Forecast - 3 yr running average	MWH		65,057										
5	10% Compliance Factor			0.10										
6	RPS Requirement	MWH		6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506
7														
8	RECS - RPS Required	RECS		6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506
9	RECS - PRE-REP (BASELINE)	RECS		-	-	-	-	-	-	-	-	-	-	-
10	RECS - Incremental Difference	RECS		6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506
11														
12	FACTOR			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
13	Required New RECS	RECS		6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506
14														
15	RPS Renewable Energy Credit Compliance													
16	RECS CARRIED OVER	RECS		-	-	-	-	-	-	-	-	-	-	-
17	RECS OBTAINED (NEW)	RECS		6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506
18	RECS OBTAINED (BASELINE)	RECS		-	-	-	-	-	-	-	-	-	-	-
19	REC PURCHASES / (SALES) FROM OTHER SOURCES	RECS		-	-	-	-	-	-	-	-	-	-	-
20	TOTAL REC SOURCES			6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506
21														
22	REQUIRED RECS (BASELINE PLUS NEW)	RECS		6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506
23	RECS USED FOR COMPLIANCE	RECS		6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506
24	EXPIRED RECS	RECS		-	-	-	-	-	-	-	-	-	-	-
25	RECS CUMULATIVE BALANCE	RECS		-	-	-	-	-	-	-	-	-	-	-
26														
27	Incremental Compliance with New RECS	%		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
28	Compliance % with Cumulative REC Balance	%		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
29														
30	Revenue Requirements for New Renewables													
31	Build (see project sheets for information)	\$		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	PPA	\$		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33	REC Purchases (Sales)	\$		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34	Total	\$		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35														
36	RECs Obtained													
37	Generation Based													
38	Build (see project sheets for information)	MWH		-	-	-	-	-	-	-	-	-	-	-
39	PPA	MWH		6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506
40	Subtotal	MWH		6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506
41	Purchase (Sold) From New RECS	RECS		-	-	-	-	-	-	-	-	-	-	-
42	Incentive (SB 213 Sec 39 (2))	RECS		-	-	-	-	-	-	-	-	-	-	-
43	Total	RECS		6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506	6,506
44														
45	Amount recovered through PSCR													
46	Transfer price x volume of energy (see INCR COST sheet) - DNA	\$		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
47														
48	Incremental Cost of Compliance (see INCR COST sheet) - DNA	\$		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
49														
50	Additional investment above PA 295 requirements	\$												
51														
52	Non-Volumetric Surcharge													
53	Meter (or customer) Forecast (Number)													
54	RESIDENTIAL	NO.		2,227	2,287	2,337	2,382	2,425	2,467	2,509	2,550	2,592	2,634	2,677
55	COMMERCIAL	NO.		819	841	860	876	892	907	923	938	953	969	985
56	INDUSTRIAL	NO.		32	33	34	35	35	36	37	37	38	38	39
57	STREETLIGHTS	NO.		-	-	-	-	-	-	-	-	-	-	-
58	UNMETERED	NO.		-	-	-	-	-	-	-	-	-	-	-
59	TOTAL METERS	NO.		3,078	3,162	3,231	3,293	3,353	3,411	3,468	3,526	3,583	3,642	3,701
60														
61	Maximum Surcharge (all rate classes at caps)													
62	RESIDENTIAL	\$	\$ 3.00	\$ 6,681	\$ 6,861	\$ 7,012	\$ 7,147	\$ 7,276	\$ 7,401	\$ 7,526	\$ 7,651	\$ 7,777	\$ 7,903	\$ 8,031
63	COMMERCIAL	\$	\$ 16.58	\$ 13,581	\$ 13,948	\$ 14,253	\$ 14,529	\$ 14,790	\$ 15,046	\$ 15,299	\$ 15,553	\$ 15,808	\$ 16,066	\$ 16,325
64	INDUSTRIAL	\$	\$ 187.50	\$ 6,090	\$ 6,255	\$ 6,392	\$ 6,515	\$ 6,632	\$ 6,747	\$ 6,861	\$ 6,974	\$ 7,089	\$ 7,204	\$ 7,321
65	STREETLIGHTS	\$	\$ 0.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66	UNMETERED	\$	\$ 0.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67	Total	\$	\$ 26.351	\$ 27,063	\$ 27,656	\$ 28,191	\$ 28,698	\$ 29,194	\$ 29,686	\$ 30,178	\$ 30,674	\$ 31,173	\$ 31,677	
68														
69	PLANNED SURCHARGE													
70	RESIDENTIAL	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
71	COMMERCIAL	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
72	INDUSTRIAL	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
73	STREETLIGHTS	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
74	UNMETERED	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	A	B	C	U	V	W	X	Y	Z
1	<b>DOWAGIAC</b>								
2									
3	ITEM	Units	2026	2027	2028	2029			
4	<b>Sales Forecast - 3 yr running average</b>	MWH							
5	10% Compliance Factor								
6	RPS Requirement	MWH	6,506	6,506	6,506	6,506			
7									
8	RECS - RPS Required	RECS	6,506	6,506	6,506	6,506			
9	RECS - PRE-REP (BASELINE)	RECS	-	-	-	-			
10	RECS - Incremental Difference	RECS	6,506	6,506	6,506	6,506			
11									
12	<b>FACTOR</b>		1.00	1.00	1.00	1.00			
13	Required New RECS	RECS	6,506	6,506	6,506	6,506			
14									
15	<b>RPS Renewable Energy Credit Compliance</b>								
16	RECS CARRIED OVER	RECS	-	-	-	-			
17	RECS OBTAINED (NEW)	RECS	6,506	6,506	6,506	6,506			
18	RECS OBTAINED (BASELINE)	RECS	-	-	-	-			
19	REC PURCHASES / (SALES) FROM OTHER SOURCES	RECS	-	-	-	-			
20	TOTAL REC SOURCES		6,506	6,506	6,506	6,506			
21									
22	REQUIRED RECS (BASELINE PLUS NEW)	RECS	6,506	6,506	6,506	6,506			
23	RECS USED FOR COMPLIANCE	RECS	6,506	6,506	6,506	6,506			
24	EXPIRED RECS	RECS	-	-	-	-			
25	RECS CUMULATIVE BALANCE	RECS	-	-	-	-			
26									
27	Incremental Compliance with New RECS	%	100%	100%	100%	100%			
28	Compliance % with Cumulative REC Balance	%	100%	100%	100%	100%			
29									
30	<b>Revenue Requirements for New Renewables</b>								
31	Build (see project sheets for information)	\$	\$ -	\$ -	\$ -	\$ -			
32	PPA	\$	\$ -	\$ -	\$ -	\$ -			
33	REC Purchases (Sales)	\$	\$ -	\$ -	\$ -	\$ -			
34	<b>Total</b>	\$	\$ -	\$ -	\$ -	\$ -			
35									
36	<b>RECs Obtained</b>								
37	Generation Based								
38	Build (see project sheets for information)	MWH	-	-	-	-			
39	PPA	MWH	6,506	6,506	6,506	6,506			
40	Subtotal	MWH	6,506	6,506	6,506	6,506			
41	Purchase (Sold) From New RECS	RECS	-	-	-	-			
42	Incentive (SB 213 Sec 39 (2))	RECS	-	-	-	-			
43	<b>Total</b>	RECS	6,506	6,506	6,506	6,506			
44									
45	<b>Amount recovered through PSCR</b>								
46	Transfer price x volume of energy (see INCR COST sheet) - DNA	\$	\$ -	\$ -	\$ -	\$ -			
47									
48	Incremental Cost of Compliance (see INCR COST sheet) - DNA	\$	\$ -	\$ -	\$ -	\$ -			
49									
50	Additional investment above PA 295 requirements	\$							
51									
52	<b>Non-Volumetric Surcharge</b>								
53	<b>Meter (or customer) Forecast (Number)</b>								
54	RESIDENTIAL	NO.	2,720	2,763	2,807	2,852			
55	COMMERCIAL	NO.	1,000	1,016	1,033	1,049			
56	INDUSTRIAL	NO.	40	40	41	42			
57	STREETLIGHTS	NO.	-	-	-	-			
58	UNMETERED	NO.	-	-	-	-			
59	<b>TOTAL METERS</b>	NO.	3,760	3,820	3,881	3,942			
60									
61	<b>Maximum Surcharge (all rate classes at caps)</b>								
62	RESIDENTIAL	\$	\$ 3.00	\$ 8,160	\$ 8,290	\$ 8,422	\$ 8,555		
63	COMMERCIAL	\$	\$ 16.58	\$ 16,588	\$ 16,852	\$ 17,120	\$ 17,390		
64	INDUSTRIAL	\$	\$ 187.50	\$ 7,438	\$ 7,557	\$ 7,677	\$ 7,798		
65	STREETLIGHTS	\$	\$ 0.60	\$ -	\$ -	\$ -	\$ -		
66	UNMETERED	\$	\$ 0.60	\$ -	\$ -	\$ -	\$ -		
67	<b>Total</b>	\$	\$ 32,186	\$ 32,700	\$ 33,219	\$ 33,743			
68									
69	<b>PLANNED SURCHARGE</b>								
70	RESIDENTIAL	\$	\$ -	\$ -	\$ -	\$ -	\$ -		
71	COMMERCIAL	\$	\$ -	\$ -	\$ -	\$ -	\$ -		
72	INDUSTRIAL	\$	\$ -	\$ -	\$ -	\$ -	\$ -		
73	STREETLIGHTS	\$	\$ -	\$ -	\$ -	\$ -	\$ -		
74	UNMETERED	\$	\$ -	\$ -	\$ -	\$ -	\$ -		

**DOWAGIAC**

	Used for Compliance in...			
Baseline RECs	2012	2013	2014	2015
-	1,300	2,177	3,242	-

Total Credits	Yearly Addition	Required	Current Surplus (Deficiency)	Year-End Surplus (Deficiency)	Expired or Sold
2015	13,225	2015 6,506	2015 6,506	2015 -	2015 -
2016	19,731	2016 6,506	2016 6,506	2016 -	2016 -
2017	26,237	2017 6,506	2017 6,506	2017 -	2017 -
2018	32,743	2018 6,506	2018 6,506	2018 -	2018 -
2019	39,249	2019 6,506	2019 6,506	2019 -	2019 -
2020	45,755	2020 6,506	2020 6,506	2020 -	2020 -
2021	52,261	2021 6,506	2021 6,506	2021 -	2021 -
2022	58,767	2022 6,506	2022 6,506	2022 -	2022 -
2023	65,273	2023 6,506	2023 6,506	2023 -	2023 -
2024	71,779	2024 6,506	2024 6,506	2024 -	2024 -
2025	78,285	2025 6,506	2025 6,506	2025 -	2025 -
2026	84,791	2026 6,506	2026 6,506	2026 -	2026 -
2027	91,297	2027 6,506	2027 6,506	2027 -	2027 -
2028	97,803	2028 6,506	2028 6,506	2028 -	2028 -
2029	104,309	2029 6,506	2029 6,506	2029 -	2029 -

2015	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Current Vintage	542	542	542	542	542	542	542	542	542	542	542	542	6,506
Used for Compliance in 2015	-	-	-	-	-	-	-	-	-	-	-	-	-
Expired/Sold RECs	-	-	-	-	-	-	-	-	-	-	-	-	-

2016	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Current Vintage	542	542	542	542	542	542	542	542	542	542	542	542	6,506
Expired/Sold RECs	-	-	-	-	-	-	-	-	-	-	-	-	-

2017	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-

Other	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Current Vintage</b>	542	542	542	542	542	542	542	542	542	542	542	542	<b>6,506</b>
<b>Expired/Sold RECs</b>	-	-	-	-	-	-	-	-	-	-	-	-	-

2018	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Current Vintage</b>	542	542	542	542	542	542	542	542	542	542	542	542	<b>6,506</b>
<b>Expired/Sold RECs</b>	-	-	-	-	-	-	-	-	-	-	-	-	-

2019	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Current Vintage</b>	542	542	542	542	542	542	542	542	542	542	542	542	<b>6,506</b>
<b>Expired/Sold RECs</b>	-	-	-	-	-	-	-	-	-	-	-	-	-

2020	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Current Vintage</b>	542	542	542	542	542	542	542	542	542	542	542	542	<b>6,506</b>
<b>Expired/Sold RECs</b>	-	-	-	-	-	-	-	-	-	-	-	-	-

2021	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Current Vintage</b>	542	542	542	542	542	542	542	542	542	542	542	542	<b>6,506</b>
<b>Expired/Sold RECs</b>	-	-	-	-	-	-	-	-	-	-	-	-	-

2022	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-

<b>Current Vintage</b>	542	542	542	542	542	542	542	542	542	542	542	542	542	6,506
<b>Expired/Sold RECs</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-

2023	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Current Vintage</b>	542	542	542	542	542	542	542	542	542	542	542	542	6,506
<b>Expired/Sold RECs</b>	-	-	-	-	-	-	-	-	-	-	-	-	-

2024	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Current Vintage</b>	542	542	542	542	542	542	542	542	542	542	542	542	6,506
<b>Expired/Sold RECs</b>	-	-	-	-	-	-	-	-	-	-	-	-	-

2025	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Current Vintage</b>	542	542	542	542	542	542	542	542	542	542	542	542	6,506
<b>Expired/Sold RECs</b>	-	-	-	-	-	-	-	-	-	-	-	-	-

2026	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Current Vintage</b>	542	542	542	542	542	542	542	542	542	542	542	542	6,506
<b>Expired/Sold RECs</b>	-	-	-	-	-	-	-	-	-	-	-	-	-

2027	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Current Vintage</b>	542	542	542	542	542	542	542	542	542	542	542	542	6,506

**Expired/Sold RECs**

2028	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Current Vintage	542	542	542	542	542	542	542	542	542	542	542	542	6,506
Expired/Sold RECs	-	-	-	-	-	-	-	-	-	-	-	-	-

2029	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
3-Year Avg Sales													65,057
Baseline RECs													-
Required REC's													6,506
Indiana Michigan	542	542	542	542	542	542	542	542	542	542	542	542	6,506
iRECs	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Current Vintage	542	542	542	542	542	542	542	542	542	542	542	542	6,506
Expired/Sold RECs	-	-	-	-	-	-	-	-	-	-	-	-	-

## *CITY OF DOWAGIAC*

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

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

**DATE:** June 5, 2015

**SUBJECT:** Professional Engineering Services Agreement

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Included on the agenda for your consideration and approval is a professional engineering services agreement between the City of Dowagiac and Wightman and Associates, Inc.

Over the last several months, City Council has been discussing the development of master plans and implementation of those plans for the park system and downtown area of Dowagiac. The next step to develop these master plans and put realistic financial planning number together will require hiring a professional engineering service to assist us. The development of the master plan will take 6-9 months and the implementation of master plans typically evolve over a 5-7 year time period. Consistent professional advice during this time period will help us reduce costs and have quick response times as matters arise.

This agreement anticipates a long-term commitment between the City and Wightman & Associates and Wightman has provided a discounted rate in anticipation of longer term projects. Each planning and design project will be priced and brought to Council for approval so that we can assure other projections for these projects are communicated and met.

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

### RECOMMENDATION

Approve the attached Professional Engineering Services Agreement between the City of Dowagiac and Wightman and Associates, Inc.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Agreement

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

WHEREAS, the City of Dowagiac has received a proposal from Wightman and Associates, Inc. for professional engineering services, and;

WHEREAS, Wightman and Associates, Inc. has provided design and engineering services for various projects throughout the city, and;

WHEREAS, the City Administration recommends approval of the contract as written.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby accept Wightman and Associates Inc.'s proposal for Professional Engineering Services.

BE IT FUTHER RESOLVED that the City Manager be authorized and directed to act as signator for the execution of same.

ADOPTED / REJECTED

## GENERAL SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is made as of \_\_\_\_\_, 2015, between the City of Dowagiac, a Michigan municipal corporation, P.O. Box 430, 241 South Front Street, Dowagiac, Michigan, 49047 (the "City") and Wightman and Associates, Inc., a professional corporation, 2303 Pipestone Road, Benton Harbor, Michigan, 49022 (the Consultant).

### RECITALS

- A. The City has need for engineering services to be provided for City projects and to perform associated duties as required from time-to-time by the City Council of the City.
- B. The Consultant desires to provide engineering services in accordance with the terms and conditions set forth in this Agreement.
- C. The City desires to have the Consultant perform engineering services in accordance with the terms and conditions set forth in this Agreement

### TERMS AND CONDITIONS

1. Scope of Services. Consultant shall perform the full range of municipal consulting activities involving Engineering, Architectural and Surveying services, including planning for large scale municipal projects, feasibility studies, applications to apply for State or Federal funding, right-of-way acquisition services, building programming and design, design and construction engineering, and related boundary and topographical surveys for numerous utility, road, bridge and building projects.  
  
Consultant will provide professional services for the City in connection with the above type projects and any others assigned to it by the City and will perform such services as expeditiously as is consistent with professional skill and care in the orderly progress of the work required by the project.
2. Method of Authorization. The City may authorize the Consultant to proceed with work on a case-by-case basis, either by signing a work authorization or by issuance of an acknowledgment, confirmation, purchase order or other written communication.
  - a. Regardless of the method used to authorize the work, the terms and conditions of this Agreement shall govern the work to be done by the Consultant unless another arrangement is made in writing between the parties (i.e., as in the case of work quoted by the Consultant on a flat fee, rather than hourly rate basis).
  - b. Only the City Manager or his/her designee(s) may authorize the Consultant to do work under this Agreement.
3. Contract Duration. The contract period for the proposed scope of services shall be indefinite, but not to exceed five (5) years. At such time, the City and the Consultant can enter into negotiations to extend or revise the contract.
4. Engineer's Responsibilities. Upon request by the City, the Consultant shall submit a proposed plan for a particular project at no cost to the City, including but not limited to the project purpose, the scope of services to be provided, a proposed time schedule for completion of services, and a not-to-exceed budget.

5. Engineer's Staffing. In entering into this agreement, the Consultant is representing that it has sufficient qualified staff to perform the services as described.
6. City Responsibilities. The City shall provide all criteria and full information as to its requirements for any particular project. Unless another party is designated by action of the City Council, the City Manager is the person with authority to act on the City's behalf on all matters concerning a project. If the Consultant's services under a work authorization do not include full-time construction observation or review of a contractor's performance, the City shall assume responsibility for interpretation of contract documents and for construction observation.
7. Hourly Billing Rates. Unless stipulated otherwise, the City shall compensate the Consultant at hourly billing rates for services provided by the Consultant's employees of various classifications, less a five percent (5%) reduction. The hourly rates which are applicable to work done under this Agreement are determined by a rate schedule, a copy of which is attached, that is subject to change on an annual basis. The Consultant shall submit to the City Manager a revised hourly billing rate schedule prior to changing any billing rates. Hourly billing rates will not change during projects authorized prior to a rate change.
8. Not-to-Exceed Estimates. Most projects will be based on not-to-exceed estimates. This method allows for hourly billing for all time and materials at a predetermined not-to-exceed amount. Charges may not exceed estimate without permission as detailed in section 17 below.
9. Reimbursable Expenses. Costs incurred on or directly for City projects (such as mileage for vehicles, laboratory tests and analyses, computer services, special equipment services, postage and delivery charges, copying, printing, and binding charges) shall be reimbursed by the City to the Consultant at the rates shown on the then current rate schedule. Reimbursement and outside technical or professional services shall be on the basis of actual costs to the Consultant plus ten percent (10%). The Consultant shall submit to the City Manager a revised reimbursable expense billing rate schedule prior to changing any rates. Reimbursable expense billing rates will not change during projects authorized prior to a rate change.
10. Opinions of Cost. Any opinions of probable construction cost and/or total project cost provided by the Consultant will be on a basis of experience and judgment, but since the Consultant has no control over market conditions or bidding procedures, the Consultant cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates. Opinions of costs shall be clearly marked as "conceptual, preliminary, and final" or as is otherwise appropriate.
11. Professional Standards: Warranty. The standard of care for services performed or furnished by the Consultant will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Except as provided in the preceding sentence, the Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.
12. Termination. Either the City or the Consultant may terminate this Agreement by giving ninety (90) days written notice to the other party. In such event, the City shall, within thirty (30) days, pay the Consultant for all work authorized and performed prior to the effective date of termination. Upon termination, the Consultant will return to the City all documents and information which are the City's property. (See Item No. 16.)
13. Subcontractors. Subject to prior approval by the City, the Consultant may engage subcontractors on behalf of the City to perform portions of the services to be provided by the Consultant under this Agreement.

14. Payment to the Consultant. The Consultant shall issue invoices to the City on a monthly basis, which invoices shall be payable upon receipt, unless otherwise agreed. Formatting of the invoices will be determined on a project by project basis depending upon the authorization (hourly, flat, fee, and etc.).
  - a. The City agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on the Consultant by any governmental entity.
  - b. If the City directs the Consultant to invoice another, the Consultant will do so, but the City agrees to be ultimately responsible for the Consultant's compensation until the City provides the Consultant with that third party's written acceptance of all terms of this Agreement and until the Consultant agrees to the substitution.
  - c. In addition to any other remedies the Consultant may have, the Consultant shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
15. Hazardous Waste. The Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. The Consultant shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of the Consultant.
16. Insurance. During the term of this Agreement, the Consultant shall maintain professional liability insurance with coverage of not less than \$2,000,000 per occurrence.
  - a. During the term of this Agreement, the City shall provide workers' compensation insurance for the City's employees.
  - b. Upon request, the City and the Consultant shall each deliver to the other certificates of insurance evidencing their coverages.
  - c. Any contract documents prepared by the Consultant shall require contractors to purchase and maintain commercial general liability and to cause the City, its officers and employees, to be listed as insureds or additional insureds and certificate holders. The Consultant may also require that contractors list the Consultant and its sub-consultants, employees and agents as additional insureds.
17. Consequential Damages. The City and the Consultant waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
18. Legal Expenses. If either the City or the Consultant makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees.
19. Ownership of Work Product. The City shall remain the owner of all drawings, reports and other material provided by the Consultant, whether in hard copy or magnetic media form. Any other use or reuse by the City or others for any purpose whatsoever shall be at the City's risk and full legal responsibility, without liability to the Consultant.
20. Default Provisions. In case of default by the Consultant, the City may procure the services from other sources and hold the Consultant responsible for any excess costs occasioned thereby.

21. Electronic Media. Computer files of text, data, and graphics or of other types on electronic media that are furnished to the City by the Consultant for data, reports, drawings, specifications and other material may be relied upon by the City.
22. Indemnification. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City, its officers and agents harmless from any claim, damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by or arising from the Consultant's gross negligence or willful misconduct in the performance of services under this Agreement. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by or arising from the City's gross negligence or willful misconduct in the performance of its obligations under this Agreement
23. General Considerations. This Agreement shall bind the City and the Consultant and their respective successors and assigns with respect to the covenants, agreements and obligations contained in this Agreement.
  - a. Neither the City nor the Consultant shall assign this Agreement or delegate the obligations contained in this Agreement without the written consent of the other.
  - b. Neither the City nor the Consultant will have any liability for non-performance caused in whole or in part by causes beyond the parties' reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
  - c. This Agreement shall be governed by the laws of the State of Michigan and all legal actions shall be brought in Cass County.
  - d. This Agreement constitutes the entire agreement between the City and the Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

The parties have signed this Agreement as of the date first set forth above.

CITY OF DOWAGIAC

WIGHTMAN AND ASSOCIATES, INC.

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

By: \_\_\_\_\_  
Matt A. Davis, President

By: \_\_\_\_\_  
Kevin Anderson, City Manager

By: \_\_\_\_\_  
Steve Carlisle, Chairman

***CITY OF DOWAGIAC***

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

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

***DATE:*** June 5, 2015

***SUBJECT:*** Russom Park Interlocal Agreement

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Included on the agenda for your consideration and approval is the Russom Park Interlocal Agreement between the City of Dowagiac and Silver Creek Township. If approved, this agreement will create a recreation board (“Russom Park Board”) comprised of representatives from the City and Silver Creek Township that will oversee planning and management of the park. The board will consist of three (3) City Council/Township Board appointed representatives from each municipality. Any decisions made by the Russom Park Board shall be subject to final approval by City Council and the Township Board.

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

**RECOMMENDATION**

Approve the attached Russom Park Interlocal Agreement between the City of Dowagiac and Silver Creek Township.

Support Documents:  
Cover Memo-City Mgr.  
Resolution  
Agreement

RESOLUTION APPROVING RUSSOM PARK INTERLOCAL AGREEMENT

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

WHEREAS, it is necessary and in the public interest to provide park areas for the benefit of the citizens of various municipalities that are parties hereto; and

WHEREAS, the City of Dowagiac and Silver Creek Township have collectively determined that the most efficient and cost-effective method of providing said park areas is to work cooperatively to acquire and manage recreational lands; and

WHEREAS, the City of Dowagiac and Silver Creek Township wish to establish an entity comprised of representatives of each of the local units charged with the responsibility for making decisions concerning how these recreational lands will be managed, maintained and developed; and

WHEREAS, the Michigan Code, codified at MCL's 123.51 – 123.54 specifically provides that a local government unit or combination of local governmental units may operate a recreational board to furnish any of those services for the use and benefit of its residence.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the attached Russom Park Interlocal Agreement between the City of Dowagiac and Silver Creek Township.

ADOPTED / REJECTED

## RUSSOM PARK INTERLOCAL AGREEMENT

AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Dowagiac, a Michigan Municipal Corporation (hereinafter the “City”); and the Township of Silver Creek, a Michigan Municipal Corporation (hereinafter the “Township”) and (hereinafter collectively referred to as “LOCAL UNITS”).

WITNESSETH:

WHEREAS, the LOCAL UNITS to this Interlocal Agreement have determined it necessary and in the public interest to provide park areas for the benefit of the citizens of the various municipalities that are parties hereto; and

WHEREAS, the LOCAL UNITS to this Interlocal Agreement have collectively determined that the most efficient and cost-effective method of providing said park areas is to work cooperatively to acquire and manage recreational lands; and

WHEREAS, the LOCAL UNITS wish to establish an entity comprised of representatives of each of the LOCAL UNITS charged with responsibility for making decisions concerning how these recreational lands will be managed, maintained and developed; and

WHEREAS, the Michigan Code, codified at MCLs 123.51-123.54 specifically provides that a local governmental unit or combination of local governmental units may operate a recreation board to furnish any of those services for the use and benefit of its residents.

NOW, THEREFORE, for and in consideration of the mutual covenants herein below expressed, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. That, pursuant to the authority of the Michigan Code, MCLs 123.51 – 123.54, the above LOCAL UNITS do hereby make and enter into this Interlocal Agreement for the purpose of providing park related services to their citizens by establishment of a board to be designated “Russom Park Board”; (hereinafter “The Board”) to govern and operate the park pursuant to the provisions of this Interlocal Agreement.
2. The purpose of The Board is to oversee the planning and management of mutually operated park areas and if necessary and appropriate, recommend contracts with third parties to furnish park related services for the use and benefit of the residents of the LOCAL UNITS and to otherwise make recommendations and determinations regarding the management of these areas in an advisory capacity.
3. The Board shall consist of three representatives of the Township and three representatives of the City, each of whom will have an equal vote in any determinations required to be made in the premises. The representative of each LOCAL UNIT shall be as designated by its Township Board/City Council by written resolution. The members first appointed, shall be appointed for a term of two (2) years from the effective date of appointment. A member shall hold office until the

member's successor is appointed. Each of the LOCAL UNITS shall act promptly to appoint a replacement board member if the term of its designated representative shall have expired by passage of time or otherwise vacated due to death, resignation, or removal. Each of the LOCAL UNITS reserves the right to remove its designated representative at any time, with or without cause, at the sole discretion of the individual LOCAL UNIT.

4. Any decisions made by majority vote of members of The Board shall be a recommendation to all of the LOCAL UNITS; provided, however, that The Board shall not have the power to alter the allocation of costs associated with the provision of park services, increased costs, alter membership, add new members and/or change funding without the consent of both the Township Board and the Dowagiac City Council.
5. Any decisions regarding compensation, if any, to be made to members of The Board of the respective LOCAL UNITS whether per diem, hourly, or some other method of determining compensation, shall be the sole and exclusive province of the respective LOCAL UNITS and shall be the sole financial responsibility of the respective LOCAL UNITS.
6. In the event that the LOCAL UNITS shall subsequently opt to enter into an agreement which will require monetary contribution from the LOCAL UNITS, the amount of such monetary contribution, as to each of the LOCAL UNITS, shall first be determined by a vote of the respective Township Board and City Council. In such event, each of the LOCAL UNITS shall be free to determine how it will defray its portion of said costs. The Dowagiac City Treasurer shall pay bills properly approved by The Board and the Township shall pay its share to the City.
7. This agreement shall continue in existence perpetually or until declared null and void by act of the LOCAL UNITS or by law, provided, however, that this Interlocal Agreement shall not be discontinued or declared null and void if such discontinuance could operate as an impairment of any existing contract obligations of The Board and, by extension, the LOCAL UNITS; provided further, however, that either of the LOCAL UNITS may elect to discontinue its participation under this Interlocal Agreement at the time that all existing contract obligations of The Board expire.
8. The fiscal year of The Board shall commence on the 1<sup>st</sup> day of July in each calendar year and end on the last day of June of each calendar year;
9. The Board shall prepare and submit to the legislative bodies of the LOCAL UNITS a recommended list of annual expenditures for review of financial impact by the LOCAL UNITS by February 1<sup>st</sup> of each year.
10. The Board:

- a. At the first meeting of each year The Board shall elect members to fill the offices of: Chairperson, Vice Chair and Secretary.
- b. The Chairperson of The Board shall be the presiding officer thereof. Except as herein otherwise provided, he/she shall not have any executive or administrative functions other than as a member of The Board.
- c. In the absence of disability of the Chairperson, the Vice Chair shall perform the duties of the Chairperson.
- d. The Secretary shall be recording officer of The Board.

11. Meetings:

- a. Regular meetings of The Board shall be held at least quarterly at such time and place as shall be prescribed by resolution of The Board. The Board shall act by motion and resolution. A vote of the majority of the then-existing membership of The Board shall be required for passage of any board action. The Board shall have a right to adopt rules and bylaws governing its procedure which are not in conflict with the terms of any statute or of this Agreement. The Board shall keep minutes of its proceedings, which shall be signed by the Chairperson. All votes shall be signed by the Chairperson. All votes shall be “ayes” and “nays”, except that where the vote is unanimous, it shall only be necessary to so state.
- b. Special meetings of The Board may be called by the Chairperson or by any two Board members serving written notice of the time, place and purpose thereof upon each Board member personally or by leaving it at his/her place of residence at least 24 hours prior to the time of such meeting. Special meetings of The Board at which all members are present or of which all absent members receive notice shall be deemed to be valid even though no written notice thereof may be given as above specified. At least a majority of the then-existing membership of the Board shall be required for a quorum.
- c. The Board shall conduct all meetings and operate in compliance with the Freedom of Information Act and Open Meetings Act;

12. The Board and LOCAL UNITS may record any contract or contracts relative to the providing of park services, which contract shall provide for reasonable charges or rates for such park services. No contracts shall be for a period exceeding two (2) years and must be approved by the LOCAL UNITS before The Board can execute or enter into any contract.

13. The Board shall annually provide to the LOCAL UNITS a list of recommended improvements to the park for inclusion or modification to the LOCAL UNITS Park and Open Space Plans.

14. This Agreement has been approved by the legislative bodies of the LOCAL UNITS and in witness whereof, the Mayor and Clerk of the City of Dowagiac, and the Supervisor and Clerk of Silver Creek Township have endorsed hereon the statement of such adoption.
15. If a court of competent jurisdiction holds any section, subsection, paragraph or Provision of this Interlocal Agreement not enforceable, the remaining sections, Subsections, paragraphs and provisions will remain in full force and effect.
16. This Agreement shall be governed by the laws of the State of Michigan, with venue being in Cass County, Michigan.
17. The LOCAL UNITS agree this Interlocal Agreement is the entire agreement concerning the subject matters herein. Accordingly, this Interlocal Agreement supersedes any and all other understandings or agreements, verbal or written, and may not be modified or amended except by subsequent written agreement executed by the legally authorized representatives of the LOCAL UNITS.

The foregoing Interlocal Agreement was approved by the City Council of the City of Dowagiac, Cass County, Michigan, at a \_\_\_\_\_ Meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF DOWAGIAC**

By: \_\_\_\_\_

By: \_\_\_\_\_

The foregoing Interlocal Agreement was approved by the Township Board of the Township of Silver Creek, Cass County, Michigan, at a Regular Meeting held on the 13th day of May, 2015.

**TOWNSHIP OF SILVER CREEK**

By: \_\_\_\_\_ Supervisor

By: \_\_\_\_\_ Clerk

## RUSSOM PARK INTERLOCAL AGREEMENT

AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Dowagiac, a Michigan Municipal Corporation (hereinafter the "City"); and the Township of Silver Creek, a Michigan Municipal Corporation (hereinafter the "Township") and (hereinafter collectively referred to as "LOCAL UNITS").

---

WITNESSETH:

WHEREAS, the LOCAL UNITS to this Interlocal Agreement have determined it necessary and in the public interest to provide park areas for the benefit of the citizens of the various municipalities that are parties hereto; and

WHEREAS, the LOCAL UNITS to this Interlocal Agreement have collectively determined that the most efficient and cost-effective method of providing said park areas is to work cooperatively to acquire and manage recreational lands; and

WHEREAS, the LOCAL UNITS wish to establish an entity comprised of representatives of each of the LOCAL UNITS charged with responsibility for making decisions concerning how these recreational lands will be managed, maintained and developed; and

WHEREAS, the Michigan Code, codified at MCLs 123.51-123.54 specifically provides that a local governmental unit or combination of local governmental units may operate a recreation board to furnish any of those services for the use and benefit of its residents.

NOW, THEREFORE, for and in consideration of the mutual covenants herein below expressed, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. That, pursuant to the authority of the Michigan Code, MCLs 123.51 – 123.54, the above LOCAL UNITS do hereby make and enter into this Interlocal Agreement for the purpose of providing park related services to their citizens by establishment of a board to be designated "Russom Park Board"; (hereinafter "The Board") to govern and operate the park pursuant to the provisions of this Interlocal Agreement.
2. The purpose of The Board is to oversee the planning and management of mutually operated park areas and if necessary and appropriate, recommend contracts with third parties to furnish park related services for the use and benefit of the residents of the LOCAL UNITS and to otherwise make recommendations and determinations regarding the management of these areas in an advisory capacity.
3. The Board shall consist of three representatives of the Township and three representatives of the City, each of whom will have an equal vote in any determinations required to be made in the premises. The representative of each LOCAL UNIT shall be as designated by its Township Board/City Council by written resolution. The members first appointed, shall be appointed for a term of two (2) years from the effective date of appointment. A member shall hold office until the

member's successor is appointed. Each of the LOCAL UNITS shall act promptly to appoint a replacement board member if the term of its designated representative shall have expired by passage of time or otherwise vacated due to death, resignation, or removal. Each of the LOCAL UNITS reserves the right to remove its designated representative at any time, with or without cause, at the sole discretion of the individual LOCAL UNIT.

4. Any decisions made by majority vote of members of The Board shall be a recommendation to all of the LOCAL UNITS; provided, however, that The Board shall not have the power to alter the allocation of costs associated with the provision of park services, increased costs, alter membership, add new members and/or change funding without the consent of both the Township Board and the Dowagiac City Council.
5. Any decisions regarding compensation, if any, to be made to members of The Board of the respective LOCAL UNITS whether per diem, hourly, or some other method of determining compensation, shall be the sole and exclusive province of the respective LOCAL UNITS and shall be the sole financial responsibility of the respective LOCAL UNITS.
6. In the event that the LOCAL UNITS shall subsequently opt to enter into an agreement which will require monetary contribution from the LOCAL UNITS, the amount of such monetary contribution, as to each of the LOCAL UNITS, shall first be determined by a vote of the respective Township Board and City Council. In such event, each of the LOCAL UNITS shall be free to determine how it will defray its portion of said costs. The Dowagiac City Treasurer shall pay bills properly approved by The Board and the Township shall pay its share to the City.
7. This agreement shall continue in existence perpetually or until declared null and void by act of the LOCAL UNITS or by law, provided, however, that this Interlocal Agreement shall not be discontinued or declared null and void if such discontinuance could operate as an impairment of any existing contract obligations of The Board and, by extension, the LOCAL UNITS; provided further, however, that either of the LOCAL UNITS may elect to discontinue its participation under this Interlocal Agreement at the time that all existing contract obligations of The Board expire.
8. The fiscal year of The Board shall commence on the 1<sup>st</sup> day of July in each calendar year and end on the last day of June of each calendar year;
9. The Board shall prepare and submit to the legislative bodies of the LOCAL UNITS a recommended list of annual expenditures for review of financial impact by the LOCAL UNITS by February 1<sup>st</sup> of each year.
10. The Board:

- a. At the first meeting of each year The Board shall elect members to fill the offices of: Chairperson, Vice Chair and Secretary.
  - b. The Chairperson of The Board shall be the presiding officer thereof. Except as herein otherwise provided, he/she shall not have any executive or administrative functions other than as a member of The Board.
  - c. In the absence of disability of the Chairperson, the Vice Chair shall perform the duties of the Chairperson.
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- d. The Secretary shall be recording officer of The Board.

11. Meetings:

- a. Regular meetings of The Board shall be held at least quarterly at such time and place as shall be prescribed by resolution of The Board. The Board shall act by motion and resolution. A vote of the majority of the then-existing membership of The Board shall be required for passage of any board action. The Board shall have a right to adopt rules and bylaws governing its procedure which are not in conflict with the terms of any statute or of this Agreement. The Board shall keep minutes of its proceedings, which shall be signed by the Chairperson. All votes shall be signed by the Chairperson. All votes shall be “ayes” and “nays”, except that where the vote is unanimous, it shall only be necessary to so state.
- b. Special meetings of The Board may be called by the Chairperson or by any two Board members serving written notice of the time, place and purpose thereof upon each Board member personally or by leaving it at his/her place of residence at least 24 hours prior to the time of such meeting. Special meetings of The Board at which all members are present or of which all absent members receive notice shall be deemed to be valid even though no written notice thereof may be given as above specified. At least a majority of the then-existing membership of the Board shall be required for a quorum.
- c. The Board shall conduct all meetings and operate in compliance with the Freedom of Information Act and Open Meetings Act;

12. The Board and LOCAL UNITS may record any contract or contracts relative to the providing of park services, which contract shall provide for reasonable charges or rates for such park services. No contracts shall be for a period exceeding two (2) years and must be approved by the LOCAL UNITS before The Board can execute or enter into any contract.

13. The Board shall annually provide to the LOCAL UNITS a list of recommended improvements to the park for inclusion or modification to the LOCAL UNITS Park and Open Space Plans.

14. This Agreement has been approved by the legislative bodies of the LOCAL UNITS and in witness whereof, the Mayor and Clerk of the City of Dowagiac, and the Supervisor and Clerk of Silver Creek Township have endorsed hereon the statement of such adoption.
15. If a court of competent jurisdiction holds any section, subsection, paragraph or Provision of this Interlocal Agreement not enforceable, the remaining sections, Subsections, paragraphs and provisions will remain in full force and effect.
16. This Agreement shall be governed by the laws of the State of Michigan, with venue being in Cass County, Michigan.
17. The LOCAL UNITS agree this Interlocal Agreement is the entire agreement concerning the subject matters herein. Accordingly, this Interlocal Agreement supersedes any and all other understandings or agreements, verbal or written, and may not be modified or amended except by subsequent written agreement executed by the legally authorized representatives of the LOCAL UNITS.

The foregoing Interlocal Agreement was approved by the City Council of the City of Dowagiac, Cass County, Michigan, at a \_\_\_\_\_ Meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF DOWAGIAC**

By: \_\_\_\_\_

By: \_\_\_\_\_

The foregoing Interlocal Agreement was approved by the Township Board of the Township of Silver Creek, Cass County, Michigan, at a Regular Meeting held on the 13th day of May, 2015.

**TOWNSHIP OF SILVER CREEK**

By: *Greg Sander* Supervisor

By: *Barbara Runyon* Clerk

*Revised 4-6-15*

RESOLUTION R15-10  
Silver Creek Township  
County of Cass  
State of Michigan

RESOLUTION APPROVING RUSSOM PARK INTERLOCAL AGREEMENT

---

Board member Trustee Moore offered and moved the adoption of the following resolution; seconded by Trustee Glynn.

WHEREAS, it is necessary and in the public interest to provide park areas for the benefit of the citizens of various municipalities that are parties hereto; and

WHEREAS, the Silver Creek Township and the City of Dowagiac have collectively determined that the most efficient and cost-effective method of providing said park areas is to work cooperatively to acquire and manage recreational lands; and

WHEREAS, Silver Creek Township and the City of Dowagiac wish to establish an entity comprised of representatives of each of the local units charged with the responsibility for making decisions concerning how these recreational lands will be managed, maintained and developed; and

WHEREAS, the Michigan Code, codified at MCL's 123-51-123.54 specifically provides that a local government unit or combination of local governmental units may operate a recreational board to furnish any of those services for the use and benefit of its residence.

NOW, THEREFORE, BE IT RESOLVED, that Resolution R15-10 is hereby adopted approving Russom Park Interlocal Agreement, as attached, between the City of Dowagiac and Silver Creek Township.

CERTIFICATION

The foregoing Resolution R15-10 was offered by Trustee Moore and Second offered by Trustee Glynn.

Upon roll call vote the following voted:

Yes (5): Trustee Moore, Supervisor Saunders, Clerk Runyon, Treasurer Kuriata and Trustee Glynn.

No (0): None.

Absent (0): None.

The Supervisor declared the resolution adopted.

Barbara Runyon, Clerk Barb Runyon

I, Barbara Runyon, the duly elected and acting Clerk of Silver Creek Township, hereby certify that the foregoing resolution was adopted by the township board of said township at the Regular Meeting of held on May 13, 2015, at which meeting a quorum was present, by a roll call vote of said members as hereinbefore set forth; and that said resolution takes immediate effect.

Barbara Runyon, Clerk Barb Runyon

***CITY OF DOWAGIAC***

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

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

***DATE:*** June 5, 2015

***SUBJECT:*** Construction of Office Suite at James E. Snow Professional Building

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Last month City Council approved a lease agreement with Dr. Kuriata for office space on the first floor of the James E. Snow Professional Building. Pegasus is the contractor who built the building and completed the interior construction of the second floor. They are able to construct the office suite for Dr. Kuriata for similar square foot construction costs. In total, the cost for construction will be \$163,500, and we anticipate construction to be completed in approximately 90 days.

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

**RECOMMENDATION**

Authorize City Manager to enter into agreement with Pegasus for construction of an office suite at the James E. Snow Professional Building.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Agreement

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

WHEREAS, the City of Dowagiac approved a lease agreement with Dr. Mark Kuriata for office space on the first floor of the James E. Snow Professional Building; and

WHEREAS, Pegasus was the contractor who built the building and completed the interior construction on the second floor; and

WHEREAS, Pegasus has provided us with a cost of \$163,500 to construct the office suite for Dr. Kuriata.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, hereby approves the agreement with Pegasus for construction of an office suite for Dr. Kuriata.

BE IT FUTHER RESOLVED that the City Manager be authorized and directed to act as signator for the execution of same.

ADOPTED / REJECTED

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

**WHEREAS,** the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #18 for the period ending 5/24/15:

Invoices - 5/21/15	\$800,597.47
Invoices - 6/4/15	\$157,014.93
Payroll #17 - week ending 5/10/15	\$110,350.56
Payroll #18 - week ending 5/24/15	<u>\$177,978.18</u>
Total	\$1,245,941.14

**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>
\$957,612.40	\$288,328.74	\$1,245,941.14

Ayes:

Nays:

Absent:

Abstain:

Vendor		Description	Amount
ABSOPURE WATER COMPANY	55127981	H&C COOLER	8.00
ABSOPURE WATER COMPANY	55135278	C&C COOLER RENTAL - 26688 NUBOUR	6.00
ABSOPURE WATER COMPANY	55130410	C& C COOLER RENTAL - 25830 NUBOUR	6.00
ABSOPURE WATER COMPANY	83616532	BTL WATER/DEPOSITS	53.00
ACCOUNTING CONSULTANTS, PC	721	CONSULTING SVC THROUGH 4/30/15	2,452.50
AIRGAS GREAT LAKES	9927117937	WELDING SUPPLIES	55.53
AMERICAN ELECTRIC POWER	CDOW_201504_01	APRIL 2015 ENERGY	400,494.38
AMERICAN ELECTRIC POWER	049-501-336-1-3	CCWS - VANDALIA TOWER	31.26
AMERICAN ELECTRIC POWER	040-050-210-0-3	VINEYARD PL - LIFT STATION	35.60
AMERICAN ELECTRIC POWER	044-619-354-0-7	M-62 W LIFT STATION	37.42
ANDERSEN, BETH ANN	05/21/2015	UB refund for account: 16-1901-22	94.11
ARNT ASPHALT SEALING, INC	20942	PAVE PARKING LOT - AMBULANCE BLDG	14,820.00
ARNT ASPHALT SEALING, INC	20928	ASPHALT PATCH - POKAGON & M-62	3,290.00
AUSRA EQUIPMENT & SUPPLY, INC	IN81860	IL - LS #1 FUEL FILTER FOR GENERATOR	33.00
AUSRA EQUIPMENT & SUPPLY, INC	IN81816	IL - LS #1 GENERATOR ENGINE FILTER	20.90
BAZAN, STACEY	5/19/15	METH TRAINING	108.31
BAZAN, STACEY	685964690-00001	CCDET CELL REIMBURSEMENT	60.00
BAZAN, STACEY	685964690-00001	CCEDT CELL REIMBURSEMENT	60.00
BRADFORD, JARRID	4/18/15	CRIMINAL JUSTICE COMPETITION - TRAVEL	23.22
BRAMLETT, JANET	05/21/2015	UB refund for account: 09-2911-10	49.42
BROWN, AMY	05/21/2015	UB refund for account: 14-0224-20	120.94
CARNELL, CLIFF E	05/21/2015	UB refund for account: 14-2827-7	267.66
CASS CNTY TRANSPORTATION AUTHORITY	1850	DISPATCHING SERVICES-APRIL 2015	14,956.92
CASS COUNTY TREASURER	05/19/15	TAX REVERTED PROPERTY PURCHASES	21,080.22
CHARLESTON, ALEXIS	05/21/2015	UB refund for account: 11-1925-9	111.47
CHEM NICHOLS, INC	574478	#102 OIL FILTER/SL - C4 GEN HEATER HOSE	10.47
CHEM NICHOLS, INC	573011	SL - B1 GEN SPARK PLUGS RETURN (CREDIT)	(22.23)
CHRISTIAN, MISTY L	05/21/2015	UB refund for account: 16-1896-23	288.31
CINTAS LOCATION #336	5002980481	CH - FIRST AID CABINET	114.36
CINTAS LOCATION #336	5002980479	WWTP - FIRST AID CABINET	192.57
CINTAS LOCATION #336	5002980480	DPS GARAGE - FIRST AID KIT	57.56
CLARK HILL PLC	597154	IND PARK LEGAL SERVICES	943.00
COMCAST	8771 40 238	INTERNET SERVICE-FD	82.90
CONESTOGA-ROVERS & ASSOCIATES	550067	2013 INVESTIGATION WORK PLAN	1,104.25
CONESTOGA-ROVERS & ASSOCIATES	550068	OMM ACTIVITIES	6,126.65
CONSUMERS CONCRETE CORPORATION	INV0002854	24" 6X6 MANHOLE/BRICK/PALLET CHARGE	787.00
COOK, WILLIAM	05/21/2015	UB refund for account: 16-1898-20	334.45
CORBY ENERGY SERVICES, INC	7032-564	REPAIR SEWER MAINS	7,150.00
CROSS, AMANDA & YOUNGER, BRANDON	05/21/2015	UB refund for account: 06-1794-7	7.02
DALE DODSON	5/16/15	SEWER RODDING - 407 SPRUCE ST.	225.00
DOHM'S PAT-CH GREENHOUSE	696506	FLOWERS - DT POTS	883.08
DOUBLEDAY OFFICE PRODUCTS, INC	164197I	TYPEWRITER RIBBON/CORRECTION	29.88
DOWAGIAC DAILY NEWS, INC	5020543500200760	SUBSCRIPTION RENEWAL - DPS	90.00
DUST BUSTERS	05/18/15	CLEANING SERVICES 06/15	1,725.00
EAU CLAIRE FRUIT EXCHANGE	31681	SPRAYING WEEDS - WWTP	52.65
ERENSTINE MATHEWS	4/23/15	SEWER RODDING 711 N. FRONT	150.00
ERENSTINE MATHEWS	4/24/15	SEWER RODDING 711 N FRONT	225.00
FEIRICK, ABBIE	05/21/2015	UB refund for account: 04-1524-17	108.98
FIA CARD SERVICES	25903947-1	K-9 RX	79.49

Vendor		Description	Amount
FIA CARD SERVICES	1311944	ECON DEV MEETING	31.55
FIA CARD SERVICES	1312790	ECON DEV MEETING	23.50
FIA CARD SERVICES	1313908	ECON DEV MEETING	39.34
FIA CARD SERVICES	002	CAUA MEETING	11.50
FIA CARD SERVICES	30198936	OFFICE SUPPLIES	5.09
FIA CARD SERVICES	5912	OFFICE SUPPLIES	6.96
FIA CARD SERVICES	1314988	ECON DEV MEETING	32.77
FIA CARD SERVICES	MHF6ZBJ4HN	MONTHLY STORAGE PLAN	0.99
FIA CARD SERVICES	3148478008	FAX SERVICE - LIFT STATION ALARMS	24.99
FIA CARD SERVICES	4/18/15	EBAY SELLING FEES	236.70
FIA CARD SERVICES	1301	2 TOOL KITS (#9/#102)	217.97
FIA CARD SERVICES	2361958019	FAX SERVICE - LIFT STATION REPORTS	24.99
FIA CARD SERVICES	3448-2069-0607-	MECH INSP TEST	162.00
FIA CARD SERVICES	0366-8822-8380-	SWIMMING POOL TEST	27.00
FIA CARD SERVICES	1355-0095-4983-	TECH TEST/RES CODE TEST	36.00
FLEIS & VANDENBRINK ENGINEERING INC	40179	WWTP DESIGN	3,954.52
FLEIS & VANDENBRINK ENGINEERING INC	40196	WWTP - BIDDING/CONTRACTING SVC	3,224.18
GAINES, PHILIP & CORRIE	05/21/2015	UB refund for account: 08-2169-12	123.24
GAYLORD BROTHERS, INC.	25923587	ARCHIVAL SUPPLIES	291.15
GLOBAL TELEMATIC SOLUTIONS, LLC	18881	VEHICLE TRACKING SERVICE	220.00
GRAINGER, INC	9729346669	6V BATTERIES - LIGHTED BARRICADES	87.60
GRAMES TIRE & BATTERY, INC	4205	#102 - TIRE REPAIR	18.95
HAAS ALARMS AND SERVICE, INC	063766	RELOCATE PHONE CABLE	1,687.35
HAAS ALARMS AND SERVICE, INC	063790	REPAIR ALARM SWITCH	70.00
HACH COMPANY	9363800	LAB SUPPLIES	1,402.36
HAFLER, ANDREW	5/14/15	DMT TRAINING - TRAVEL REIMBURSEMENT	118.45
HAGEN, JANET	05/21/2015	UB refund for account: 11-0321-5	57.05
HAGEN, JANET	05/21/2015	UB refund for account: 11-0321-5	35.00
HALE'S HARDWARE, INC	C115487	200 LB TIE DOWN STRAP	8.24
HALE'S HARDWARE, INC	C113850	PLASTIC WHEELS - COMPACTOR	18.41
HALE'S HARDWARE, INC	B76353	2ND OF 3RD NPDES SAMPLE	79.86
HALE'S HARDWARE, INC	D79012	CLR/FURNITURE POLISH	26.32
HALE'S HARDWARE, INC	D78447	REPAIR PARTS #2-60	10.66
HALE'S HARDWARE, INC	C113597	SHOVEL/LAND FABRIC	88.22
HALE'S HARDWARE, INC	B76717	BOW RAKE/LAWN RAKE	53.12
HALE'S HARDWARE, INC	C114266	COUPLING/PVC PIPE - OREILLY (WO 15-2004)	3.73
HAMILTON SQUARE APARTMENTS	05/21/2015	UB refund for account: 11-1927-6	42.57
HAMPTON INN & SUITES INDIANAPOLIS	5/14/15	CONFIRM #83203463 EVANS - PATC TRAINING	294.84
HANSON BEVERAGE SERVICE	256548	LAB WATER	40.50
HENRY, WILLIAM	05/21/2015	UB refund for account: 16-1691-19	43.00
HOLDER, SAVANNAH	05/21/2015	UB refund for account: 11-1936-22	16.45
IBEX INSURANCE AGENCY	0037816450	HEALTH INSURANCE PREMIUM-JUNE 2015	55,420.16
ITRON, INC	372874	ITRON QUARTERLY MAINT.	951.99
J & H OIL COMPANY	10609001	CEMETERY FUEL	282.11
J & H OIL COMPANY	2572844	CEMETERY FUEL TANK	12.33
J ALLEN & COMPANY, INC	15023	LOCAL ST PAVING - 2015	80,916.99
JUDD LUMBER COMPANY, INC	1505-642781	GRAVEL MIX - CEMETERY FOUNDATIONS	162.54
JUDD LUMBER COMPANY, INC	1505-642694	PUSH BROOM CONSTR	34.99
JUDD LUMBER COMPANY, INC	1505-642553	GRAVEL MIX - CEMETERY FOUNDATIONS	23.22

Vendor		Description	Amount
JUDD LUMBER COMPANY, INC	1505-642552	REPL WHEELBARROW HANDLE	19.79
JUDD LUMBER COMPANY, INC	1505-642667	PLYWOOD - POLE REPLACEMENT (CREEKVIEW	188.16
JUDD LUMBER COMPANY, INC	1505-641904	MORTAR/GRAVEL MIX - BEESON ST ALLEY	15.72
JUDD LUMBER COMPANY, INC	1504-639665	GRAVEL MIX - MANHOLES - HELENA/S	(0.60)
JUDD LUMBER COMPANY, INC	1505-642139	MORTAR MIX - MANHOLES (MAPLE/CHESTNUT)	15.72
JUDD LUMBER COMPANY, INC	1504-640653	MORTAR MIX - S PAUL/W HIGH INTER	11.61
JUDD LUMBER COMPANY, INC	1505-641857	WATER FAUCETS - CEMETERY	23.97
JUDD LUMBER COMPANY, INC	1505-641927	GRAVEL MIX - CEMETERY FOUNDATIONS	15.48
JUDD LUMBER COMPANY, INC	1504-640913	SHOVEL	10.99
JUDD LUMBER COMPANY, INC	1505-642057	WO 14-1028 TRENCHER/TRAILER RENTAL	156.00
KASEY ROBBINS	5/19/15	TRAINING	141.45
KENNETH SMITH, INC	IVC1005301	STONE - MAIN PKG LOT/FIRE STATION	882.04
KIESLER'S POLICE SUPPLY, INC	0748104B	AMMO	322.00
KLUG, PATRICIA	5/13/15	MONTHLY LEIN VALIDATIONS - TRAVEL	9.20
KOTZ SANGSTER WYSOCKI PC	349129	LEGAL SERVICES	1,890.00
LANDFILL MANAGEMENT COMPANY	LM012984	SWEEPER DIRT DISPOSAL	2,563.29
LAYLIN WELDING, INC	157512	LEG EXT PARK BENCHES	53.04
LAYLIN, LEON	5/21/15	QUARTERLY COUNCIL MILEAGE	80.00
LEVANCE HENRY	HENRYLE.P-A00	REIMBURSE SEWER RODDING 210 S LOWE	53.00
LINDA PRESTON	5/18/18	REMAINING FACADE INCENTIVE	1,000.00
MARTINS PAWMART	9423	K-9 FOOD	44.19
MARY BEHNKE	5/20/15	ACCOUNTS PAYABLE UNCASHED CHECK #22033	3.32
MCLEAN, ASHLEY	05/21/2015	UB refund for account: 02-3779-16	32.43
MELLINGER, JOHN E	05/21/2015	UB refund for account: 16-1890-12	68.71
MELTON, LARRY	05/21/2015	UB refund for account: 08-0945-5	213.80
MICHIGAN ELECTION RESOURCES	34152	PETITION/VOTER REG CANCELLATION POSTCARD	30.25
MICHIGAN PUBLIC POWER AGENCY	20150510022	RENEWABLE PORTFOLIO SVC COMM FEE	78.34
MITCHELL, KEVIN	05/21/2015	UB refund for account: 01-2671-6	134.53
MML WORKERS' COMP FUND	1726204	WORKERS COMP POLICY 7/1/15 - 7/1/16	52,399.00
MTL, INC	M2451	WWTP LAGOON MOWING	495.00
MTL, INC	M2463	BLIGHT MOWINGS	116.00
MTL, INC	16179	MOW - SUBSTATIONS/RUDOLPHI TOWER	206.00
NOWAK, JEREMY	05/21/2015	UB refund for account: 06-3130-15	85.20
PARAGON LABORATORIES, INC	42078-85858	ANNUAL REG'D NPDES TESTING	552.00
PENNY M FERRIER	5/13/15	MUSEUM CLEANING SERVICE-APRIL 2015	307.00
PEOPLES, DAWN	05/21/2015	UB refund for account: 16-0221-3	84.97
PETTY CASH	5/19/15	REIMBURSE PETTY CASH (OP SUPPLIES)	28.17
PETTY CASH	5/19/15	COPS OP SUPPLIES (REIMBURSE PETTY CASH)	58.09
POLLARDWATER.COM	0013999	TAPPING MACHINE PARTS & BITS	685.98
POWER LINE SUPPLY, INC	5922283	METER SOCKETS - STOCK	339.36
POWER LINE SUPPLY, INC	5922282	WO 14-1028 CONNECTOR - TRANSFORMER	260.40
POWER LINE SUPPLY, INC	5925744	NEW LOCATOR	4,016.00
POWERNET GLOBAL COMMUNICATIONS	34295838	LONG DISTANCE SERVICE 4/12/15 - 5/12/15	20.87
PRECISION DATA PRODUCTS, INC.	I0000435392	PRINTER TONER	158.50
PRECISION DATA PRODUCTS, INC.	I0000435396	TONER CARTRIDGE	91.14
PRECISION DATA PRODUCTS, INC.	I0000435195	PRINTER SUPPLIES	72.50
PRECISION DATA PRODUCTS, INC.	I0000435840	TONER CARTRIDGE	150.14
PREFERRED PRINTING, INC	28203	CEMETERY RECEIPTS	46.69
PREIN & NEWHOF	30216	C91 TERMINAL STUDY	3,012.48

Vendor		Description	Amount
PRIORITY COMPUTER SERVICES, INC	203059	MONTHLY SERVER MONITOR/MAINT	272.00
PRIORITY COMPUTER SERVICES, INC	203046	MONTHLY EMAIL FILTERING	58.00
PUBLIC AGENCY TRAINING COUNCIL	193366	TRAINING - 13283 EVANS	295.00
PVS TECHNOLOGIES, INC	195284	FERROUS CHLORIDE	2,021.37
PVS TECHNOLOGIES, INC	197145	FERROUS CHLORIDE	1,647.71
REAL PRO SOLUTIONS, LLC	PC1680	BLIGHT CLEANUP - 101 CASS AVE	100.00
REAL PRO SOLUTIONS, LLC	LM2241	CCWS - MOW VANDALIA TOWER	70.00
REAL PRO SOLUTIONS, LLC	LM2243	CCWS - MOW PENN PUMP HOUSES	90.00
REBECCA GRABEMEYER	5/20/15	TRAINING REIMBURSEMENT - MICPA	199.00
REESE, CAROLYN	05/21/2015	UB refund for account: 16-1857-6	113.19
REPUBLIC SERVICES #646	0646-001010439	SPRING CLEAN-UP	10,270.58
REVILONAEJ	05/21/2015	UB refund for account: 14-2262-27	20.62
RHOADES MCKEE	252387	ENVIRONMENTAL-LANDFILL	420.00
RHOADES MCKEE	251451	ENVIRONMENTAL-LANDFILL	4,793.50
RIETH-RILEY CONSTRUCTION COMPANY	7170804	ASPHALT (POT HOLES)	147.39
ROESSLER, JAMES A	05/21/2015	UB refund for account: 16-7040-4	150.03
ROMAN, KEVIN	15-0330-FY	MILEAGE - COURT	9.20
SALVATION ARMY	05/21/2015	UB DEPOSIT REFUND FOR ACCOUNT: 01-2611-1	80.00
SCHERER, JOE DBA LONELY PI	05/18/15	06/15 MONTHLY PMT ACCT 7508450033	6,174.53
SCOTT SAYLOR	00110	RUSSOM PARK MOWING	185.00
SEMCO ENERGY GAS COMPANY	0149138.502	GAS SVC 3/31/15 - 4/30/15	60.97
SEMCO ENERGY GAS COMPANY	0148809.501	GAS UTILITY - FD	240.23
SEMCO ENERGY GAS COMPANY	0146763.501	GAS SVC 3/30 - 4/29/15	265.45
SEMCO ENERGY GAS COMPANY	0148902.500	GAS SVC 3/31 - 4/30/15	263.74
SEMCO ENERGY GAS COMPANY	0149080.500	GAS SVC 3/31 - 4/30/15	278.80
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SVC 3/27 - 4/28/15	129.31
SEMCO ENERGY GAS COMPANY	0147944.500	GAS SVC 3/30/15 - 4/29/15	53.11
SEMCO ENERGY GAS COMPANY	0149089.500	GAS SVC 3/31/15 - 4/30/15	129.31
SEMCO ENERGY GAS COMPANY	0149077.500	GAS SVC 3/31/15 - 4/30/15	243.23
SEMCO ENERGY GAS COMPANY	0357529.501	GAS SVC 3/31/15 - 4/30/15	60.09
SEMCO ENERGY GAS COMPANY	0359334.500	GAS SVC 4/02/15 - 4/30/15	102.58
SHARE CORPORATION	911492	PAPER TOWELS - WWTP	202.36
SLC METER LLC	242647	COPPER HORNS - CCWS	1,218.41
SPARKLE AND SHINE CAR WASH	1105-07	PD CAR WASH	35.00
SPARLING CORPORATION	56756	CHANGE FILTERS/ANNUAL MTCE	998.45
SPARLING CORPORATION	56728	DECALS	115.35
STACKOWICZ, JOSEPH	05/21/2015	UB refund for account: 04-3940-00	20.65
STATE OF MICHIGAN	ME-0200312	SALES & TAX-APRIL 2015	14,014.80
SYNAGRO TECHNOLOIGES INC	20-122295	LAND APPLICATION - LIQUID SLUDGE	15,582.00
THE RIDGE COMPANY	617867	FLAT BLK PAINT	3.88
THE RIDGE COMPANY	617866	U-JOINT/CORE DEPOSIT 08 DUMP (CREDIT)	(77.44)
THE RIDGE COMPANY	616708	SL - B1 GEN SPARK PLUG WIRE SET	100.80
THE RIDGE COMPANY	617313	SL - C6 BLOCK HEATER HOSE	11.94
THE RIDGE COMPANY	617739	#08 BRAKE CALIPERS/PAD/U JOINTS	264.11
TRAVELIN TREES	0096907	STUMP REMOVAL/TREE REPLACEMENT (BECKWITH)	300.00
TRUE'S SERVICE, INC	5/21/15	ACCOUNTS PAYABLE UNCASHED CHECK #23840	50.00
UNDERGROUND PIPE & VALVE, INC	1007877-01	FERNCO - 8" CLAY X 8" PVC - STOCK	102.00
UNUM LIFE INSURANCE CO OF AMERICA	0150597-001 0	LIFE INSURANCE-JUNE 2015	1,076.66
VALLEY CITY SIGN	INV00065987	WAYFINDING PROJECT	22,690.00

Vendor		Description	Amount
VAN METER & ASSOCIATES, INC	00-19567	TRAINING - LEWIS/ROBBINS	280.00
VANDERVRIES, EDWARD	5/18/15	ASSESSING SERVICES 06/15	1,775.00
W. S. DARLEY & CO	17188958	NOZZLE	108.72
WALTERS, JOSEPH	05/21/2015	UB refund for account: 12-2668-5	67.19
WASTE MANAGEMENT OF MICHIGAN, INC.	8372257-1710-2	DUMPSTERS/TRASH CART - 5/15	529.85
WASTE MANAGEMENT OF MICHIGAN, INC.	7401752-2529-2	SLUDGE DISPOSAL	4,559.00
WATSON'S TREE SERVICE	3120852	REMOVE TREES FROM WIRES	3,500.00
WIGGINS, DANIEL	5/19/15	MTOA CONFERENCE	250.40
WIGHTMAN & ASSOCIATES, INC	49400	RIVERSIDE DR EXT	2,900.00
WILSON, JANE P.	5/5/15	MILEAGE REIMBURSEMENT	9.78
		Total:	<u>800,597.47</u>

Vendor		Description	Amount
180 HERALD-PALLADIUM	60002100	BUSINESS RECRUITMENT ADVERTISING	28.50
1ST CHOICE AUTOMOTIVE	0008181	CHECK ENGINE LIGHT #2	35.00
A CHILD IS MISSING	5/26/15	CHILD IS MISSING MEMBERSHIP	350.00
ABSOPURE WATER COMPANY	83616545	BOTTLED WATER - 26461 NUBOUR	64.50
ABSOPURE WATER COMPANY	83616546	BOTTLED WATER/DEPOSIT - 26688 NUBOUR	36.25
ABSOPURE WATER COMPANY	83616542	BOTTLED WATER/DEPOSIT - 25830 NUBOUR	63.75
ACCOUNTING CONSULTANTS, PC	623	CONSULTING SVC THROUGH 04/15	2,160.00
ACCOUNTING CONSULTANTS, PC	822	CONSULTING SVC THROUGH 5/15	1,822.50
AMERICAN CEMETERY	002128881699	SUBSCRIPTION RENEWAL	49.00
ARSENEAU, STEVE	5/26/15	REIMBURSE - LOCK MECHANISMS FOR TEMP	42.75
AUTOZONE	2141524540	WIPERS - PD VEH #131	32.62
BOLT DOCUMENT MANAGEMENT, INC.	1790	ANNUAL SERVICE/MAINT - LASERFICHE	2,494.00
BRADFORD, JARRID	287248950627	CELL PHONE REIMBURSMENT 4/7/15 - 5/6/15	60.00
CASS CNTY TRANSPORTATION AUTHORITY	1856	DISPATCHING SERVICES-MAY 2015	13,597.20
CASS COUNTY ROAD COMMISSION	801275	23A GRAVEL	95.63
COMCAST	8771402380021236	INTERNET SERVICE-CH	129.41
COMMUNITY ANSWERING SERVICE	262805252015	DISPATCHING SERVICES	153.60
CREATIVE VINYL SIGNS, INC.	29170	STRIPING PD #121	85.00
CREATIVE VINYL SIGNS, INC.	29161	DOGWOOD SIGN INSERTS	325.15
DAVIS, DAVID	287243883201	TX REIMB 3/18/15 - 4/17/15	45.00
DENNIS FERRIER	5/27/15	BECKWITH SUMMER CONCERT SERIES	475.00
DORNBOS SIGN & SAFETY, INC	INV20622	HANDICAP SIGNS	109.64
DORNBOS SIGN & SAFETY, INC	INV20671	NO PARK SIGNS	262.30
EAU CLAIRE FRUIT EXCHANGE	32116	SPRAY GUN/CHEM GLOVES/HERBICIDE	194.19
EDDIE WAINWRIGHT	6/02/15	APRIL & MAY 2015 INSPECTIONS	785.20
FLEETMATICS USA, LLC	IN601680	VEHICLE TRACKING SERVICE	40.00
GRAMES TIRE & BATTERY, INC	4238	PLUG REPAIR #150	30.00
GRAMES TIRE & BATTERY, INC	4237	DEMOUNT & MOUNT #10	32.00
GREAT LAKES COMMERCIAL SALES	M49404	FD - WASHER W/BASE	7,276.82
HAGGIN FORD & MERCURY INC	48540	FORD EXPLORER (WIRE ASSY) - GUY	52.03
HAGGIN WIMBERLY CHEVY OLDS GEO INC	258251	WEATHER STRIPPING DOOR #1	73.50
HALE'S HARDWARE, INC	C115334	#1 - CAULK/TAPE/CONNECTOR/TIES	30.04
HALE'S HARDWARE, INC	C116603	FD - SUPPLIES	34.30
HALE'S HARDWARE, INC	C116870	ELECTRICAL CONNECTORS	23.27
HALE'S HARDWARE, INC	B79361	PD VEH #091 LIGHT BULB	5.33
HALE'S HARDWARE, INC	C116442	MARKER PENCIL/SPRAY PAINT/FASTENERS	15.44
HARDIN, R. WAYNE	6/1/15	MAY 2015 BLDG INSPECTIONS	634.80
HARDING'S MARKET, INC	5/22/15	SUPPLIES - FD	34.95
HILL TRUCK SALES, INC	478796	PEDAL ASSEMBLY #11	430.47
HOLOCENE ENVIRONMENTAL LLC	390	PREPARE/SUBMIT LEAKING UST REPORT (310	1,850.00
INTERNET BUSINESS SOLUTIONS, INC.	15791	MONTHLY WEBSITE MTCE	39.95
JOHN SPEETER	5/27/15	BECKWITH SUMMER CONCERT SERIES	650.00
JUDD LUMBER COMPANY, INC	1505-643841	CONTRACTOR PUSH BROOMS	151.16
JUDD LUMBER COMPANY, INC	1504-638313	2ND FLOOR MATERIALS - MUSEUM	212.78
JUDD LUMBER COMPANY, INC	1505-643331	2ND FLOOR MATERIALS - MUSEUM	141.29
JUDD LUMBER COMPANY, INC	1505-643435	2ND FLOOR PAINT - MUSEUM	30.97
JUDD LUMBER COMPANY, INC	1505-644366	6' T-POST (FARMERS MARKET BANNER)	31.96
JUDD LUMBER COMPANY, INC	1506-645060	REDI-MIX MORTAR (MANHOLE REPAIR CROSS &	43.17
KEN SIMPSON	150610	CITY ELECTRIC INSP MAY 2015	281.00

Vendor		Description	Amount
KIESLER'S POLICE SUPPLY, INC	0748104F	AMMUNITION	529.00
KIESLER'S POLICE SUPPLY, INC	0748104C	AMMO	1,260.00
KIESLER'S POLICE SUPPLY, INC	0748104D	AMMO	322.00
KW CONSTRUCTION SERVICES, LLC	126568-27	CREW SUPERVISION 3/18 - 5/19	1,373.60
LAKE EFFECT JAZZ BIG BAND	5/27/15	BECKWITH SUMMER CONCERT SERIES	400.00
LAKE MICHIGAN MAILERS, INC	325294	POSTAGE	5,000.00
LAYLIN WELDING, INC	157515	COVER PLATE	148.25
LEADER PUBLICATIONS, INC	105728	MISC PUBLICATIONS	1,807.65
LIGHTHOUSE CHORUS	5/27/15	BECKWITH SUMMER CONCERT SERIES	350.00
MARK & PAULINE GRANGER	06/01/15	AWARD AMOUNT	500.00
MCDONALD UNDERGROUND	439	DIRECTIONAL BORE (WO 15-2004)	1,000.00
MI ASSOCIATION CHIEFS OF POLICE	6/1/15	DUES - BRADFORD	100.00
MI COMMUNITY ACTION AGENCY ASSOC	6/1/15	EU-MONTHLY PYMT ALLOCATION-6/15	11,521.83
MICHIANA FENCE	4623521	FENCE REPAIR - RUSSOM FIELD	685.00
MICHIGAN MUNICIPAL LEAGUE	5/1/15	7/1/15 - 6/30/16 LEAGUE DUES	4,499.00
MICHIGAN PAVING AND MATERIALS CO	139090	ASPHALT	294.80
MICHIGAN STATE POLICE-CASHIERS OFC	551-443732	TOKENS - SOR	99.00
MIDWEST ENERGY	3503301	CCWS - WELL HOUSES	1,002.34
MTL, INC	16188	MOW WWTP	220.00
MTL, INC	M16181	BLIGHT MOWINGS	319.00
MTL, INC	M2466	BLIGHT MOWINGS	29.00
MTL, INC	M2464	BLIGHT MOWINGS	87.00
MTL, INC	M16178	BLIGHT MOWINGS	309.72
MTL, INC	M16182	BLIGHT MOWINGS - CITY OWNED PROPERTIES	345.10
MTL, INC	M16180	BLIGHT MOWING	333.21
MTL, INC	M2481	BLIGHT MOWINGS	116.00
MTL, INC	M2467	BLIGHT MOWINGS	58.00
MTL, INC	M2544	BLIGHT MOWINGS	87.00
MTL, INC	M2545	ADD'L MOW - METERING STATION	40.00
NATIONAL HOSE TESTING SPECIALTIES	44496	LADDER TESTING	960.40
NEAL'S AUTOMOTIVE PARTS, INC.	1193224	DIFF EXCH/END YOKE ASSY (#105)	1,846.41
OSTROM, JERID	2015-2166	MILEAGE - COURT	32.20
PARAGON LABORATORIES, INC	42078-86043	REG'D NPDES TESTING - WWTP	850.00
PEGASUS HOLDINGS AND LAND DEV LLC	05/31/15	PHASE II - JAMES E SNOW BLDG	28,729.29
PNC BANK, N.A.	6/1/15	302 S FRONT ST LOAN	14,008.38
POLLARDWATER.COM	0014468	HYDRANT GREASE	240.87
POWER LINE SUPPLY, INC	5928882	30' POLES - STOCK	1,200.00
PRECISION DATA PRODUCTS, INC.	I0000436583	INK & POWER SUPPLIES	192.70
PRECISION DATA PRODUCTS, INC.	R0000032673	CREDIT - FAULTY TONER	(69.00)
PREFERRED PRINTING, INC	28241	RIVERSIDE CEMETERY RECEIPTS	64.87
PRIORITY COMPUTER SERVICES, INC	203157	SERVER MONITORING/SPAM FILTERING	330.00
QUILL CORPORATION	4577190	WALL CLOCK - COUNCIL CHAMBERS	50.99
REAL PRO SOLUTIONS, LLC	LM2246	CCWS - MOW VANDALIA TOWER	70.00
REAL PRO SOLUTIONS, LLC	LM2247	CCWS - MOW PENN PUMP HOUSES	90.00
RUTKOWSKA, JASON	15-0288-FY	MILEAGE REIMBURSEMENT	9.20
SCOTT SAYLOR	00110	RUSSOM PARK MOWING	185.00
SEAN ELLSWORTH-HOFFMAN	5/27/15	BECKWITH SUMMER CONCERT SERIES	500.00
SEARS	6/2/15	CORDLESS DRILL BATTERY & CHARGER	79.99
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SVC 4/13 - 5/12/15	13.87

Vendor		Description	Amount
SIMMONS TREE & LAWN	6/1/15	GROUND MTCE	10,260.00
STATE OF MICHIGAN	ME-0200312	SALES & TAX-MAY 2015	13,302.49
THE BANK OF NEW YORK	252-1868637	AGENT FEE 5/1/15 - 4/30/16	750.00
THE RIDGE COMPANY	618841	12V COMM BAT CORE DEPOST (#2-40)	652.45
THE RIDGE COMPANY	618846	ALTERNATOR CORE DEPOSIT - FORD EXPLORER	178.33
THE RIDGE COMPANY	618529	MASK TAPE/PAINT #103	13.98
THE RIDGE COMPANY	620156	PAINT MARKER WHITE/SILICONE BLK (#105)	16.00
THE RIDGE COMPANY	620018	GEAR OIL 80W-90/RTV OIL/MARKER PAINT	87.93
THE RIDGE COMPANY	620485	PLUG/BACKUP LP/EXT CORD (#105)	19.72
THE RIDGE COMPANY	620948	FUEL PUMP ASSEMBLY (POLICE DURANGO)	136.78
THE RIDGE COMPANY	619088	CORE DEPOSIT BATTERY (#240 FORD	(151.00)
THOMAS CONLEY	5/22/15	ACCOUNTS PAYABLE UNCASHED CHECK #22041	104.18
TONY FIELDS	5/27/15	BECKWITH SUMMER CONCERT SERIES	450.00
TONY SPROUL	5/27/15	BECKWITH SUMMER CONCERT SERIES	500.00
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT 4/19/15 -	60.00
TRAVIS HANKO	6/3/15	BECKWITH SUMMER CONCERT SERIES	650.00
UNDERGROUND PIPE & VALVE, INC	7001646	COPPER; FERNCOS - STOCK (WO 15-2004)	520.82
VERIZON WIRELESS	9746035243	VERIZON WIRELESS MONTHLY INVOICE (CELL	1,161.93
VERIZON WIRELESS	9746207719	MIFI CARD - MONTHLY SUBSCRIPTION	240.10
VERIZON WIRELESS	9746218369	VERIZON TABLET - MONTHLY FEE	144.78
WIGGINS, DANIEL	15-0355-FY	MILEAGE REIMBURSEMENT	9.20
WIGHTMAN ENVIRONMENTAL, INC	9624	ENV TESTING SERVICES - 214 COMM ST	9,450.00
WILLIAM LAVALLEY	6/3/15	BECKWITH SUMMER CONCERT SERIES	550.00
ZBATTERY.COM, INC	I168300	BATTERIES	44.15
Total:			157,014.93

***CITY OF DOWAGIAC***

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

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

**DATE:** June 5, 2015

**SUBJECT:** Ordinance Amendment – First Reading

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An ordinance is on Monday's agenda for first reading to amend Section 22.5 (C) (6), Map, of Chapter 22, Changes and Amendments, of the Dowagiac City Code. The purpose of this amendment is for the rezoning of 420 W. High Street, 515 Main Street, and 520 Main Street.

As indicated in Steve Allen's cover memo to the Planning Commission, the City of Dowagiac submitted a request for property rezoning at the above-noted property from the R-2 Residential District to OS Office Service District.

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

Second reading of the ordinance amendment can be on the June 22<sup>nd</sup> City Council agenda.

**RECOMMENDATION**

Approve the first reading of the ordinance amendment for the purpose of rezoning 420 W. High Street, 515 Main Street, and 520 Main Street from the R-2 Residential District to OS Office Service District.

Support Documents:  
Cover Memo-City Mgr.  
Dept. Head Report  
Ordinance

**TO: Jane Wilson**

**From: Steven Allen**

**RE: Planning Meeting**

**Date May 5, 2015**

We have two items on the agenda for the upcoming planning meeting scheduled for June 1, 2015. At 7:00pm.

The first involves a request by the city of Dowagiac to rezone the following properties 420 W. High St., 515 Main St. and 520 Main St. All three properties will be rezoned from R-2 Residential to OS Office service.

Property address	Property ID#
420 W. HIGH ST	14-160-100-001-00
515 MAIN ST.	14-160-200-219-00
520 MAIN ST.	14-160-200-892-30

The second involves a Site Plan Review to add a second Drive-thru to Burger King

Property Address	Property ID#
903 SPRUCE ST.	14-160-100-774-40

Sincerely;



Steven Allen  
Code Enforcement Officer

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

**WHEREAS**, the City of Dowagiac has received a request from, 420 W. High Street, 515 Main Street and 520 Main Street for rezoning of and;

**WHEREAS**, the rezoning request involves changing the zoning classification from the “R-2” to the “OS,” and;

**WHEREAS**, in accordance with Article IX, Chapter 94 of the Dowagiac City Code, all rezoning requests must be first reviewed by the Dowagiac Planning Commission, following a properly noticed and conducted public hearing, and;

**WHEREAS**, on June 1, 2015, the Planning Commission conducted such a public hearing in complete compliance with the terms and provisions of Article IX, Chapter 94 of the compiled Dowagiac Code and in full compliance with the Open Meetings Act, and;

**WHEREAS**, having now reviewed all of the pertinent information subject to this rezoning request, it is most appropriate that the Planning Commission recommend to the Dowagiac City Council that the properties legally described on Appendix "A" be designated as "OS" in accordance with Article IX, Chapter 94 of the compiled Dowagiac City Code, and that the official zoning map of the City be amended to indicate same.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Dowagiac Planning Commission, by the affirmative majority vote of its members, does hereby recommend to the Dowagiac City Council that the property described herein, noted as Appendix "A," be formally designated with the zoning classification of "OS" and that the official zoning map of the City of Dowagiac be modified to indicate same.

ADOPTED/REJECTED



# REZONING PETITION

CITY OF DOWAGIAC

241 S. Front Street P.O. Box 430 Dowagiac, MI 49047  
269.782.8427

*Guidelines of the rezoning petition process:*

- Applicant must complete and submit this petition along with a non-refundable \$359.75 fee to the Building Department
- The Building Department will place the petition on the Planning Commission agenda.
- State law requires that the request be published in a local newspaper at least 17 days prior to the scheduled meeting. The Planning Commission meets the first Monday of every month.
- The Planning Commission issues a recommendation to the Dowagiac City Council. City Council meetings are held the second and fourth Mondays of each month.
- The City Council shall give two readings, to review the applicant's request and Planning Commission's recommendation, prior to taking action.
- Typical time frame is about 60 days. It is recommended that the owner and/or his/her representative attend the Planning Commission hearings and the City Council hearings.

I (We), the above-named applicant(s) hereby petition the Dowagiac Planning Commission for a proposed amendment to the Dowagiac Zoning Code in accordance with Chapter 22, Section 22.5, Changes and Amendments.

1. IDENTIFICATION

Cash  Credit/Debit Card  Check # \_\_\_\_\_  
(checks payable to City of Dowagiac)

Applicant Name: City of Dowagiac Telephone # \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Agent for Owner Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

2. PROPERTY LOCATION: Property Address \_\_\_\_\_ Lot # \_\_\_\_\_

Property Tax # 14-160- \_\_\_\_\_

3. LEGAL RECORDED DESCRIPTION: \_\_\_\_\_

Property Tax # 14-160-100-001-00 (420 W High)

14-160-200-219-00 (515 main)

14-160-200-892-30 (520 main)

**4. CURRENTLY ZONED**

- R-1, Low Density Residential District
- R-2, Medium Density Residential District
- R-3, Multi-Family Residential District
- R-4, Manufactured Home Park District
- O-S, Office Service District
- C-1, Neighborhood Business District
- C-2, Central Business District
- C-3, General Business District
- I-1, Light Industrial District
- I-2, Heavy Industrial District
- I-3, Industrial Park District
- PUD, Planned Unit Development District
- FP, Floodplain Overlay District

**PROPOSED ZONING**

- R-1, Low Density Residential District
- R-2, Medium Density Residential District
- R-3, Multi-Family Residential District
- R-4, Manufactured Home Park District
- O-S, Office Service District
- C-1, Neighborhood Business District
- C-2, Central Business District
- C-3, General Business District
- I-1, Light Industrial District
- I-2, Heavy Industrial District
- I-3, Industrial Park District
- PUD, Planned Unit Development District
- FP, Floodplain Overlay District

**5. DESCRIBE USE OR USES OF THIS PROPERTY including access roadways and proposed off-street parking:**

All property will continue there current USE

**6. USE OR USES WILL BE SERVED BY THE BELOW-DESCRIBED SEWAGE DISPOSAL AND WATER FACILITIES:**

City will continue to serve all property

**7. THE SURFACE DRAINAGE OF THIS PROPOSED USE OR USES WILL BE HANDLED AS FOLLOWS:**

SAME

8. PROPOSED REZONING IS COMPATIBLE WITH THE GOALS AND OBJECTIVES OF THE LAND USE PLAN AS OUTLINED IN THE FOLLOWING STATEMENT:

All properties Listed are Currently  
Zoned as R-2, Rezoning them to OS  
will Bring ALL properties into a  
Conforming Status

9. IMPACT OF THIS PROPOSED USE OR USES ON SURROUNDING LANDS, BUILDINGS, AND LAND USE ZONES WILL BE AS FOLLOWS:

Same

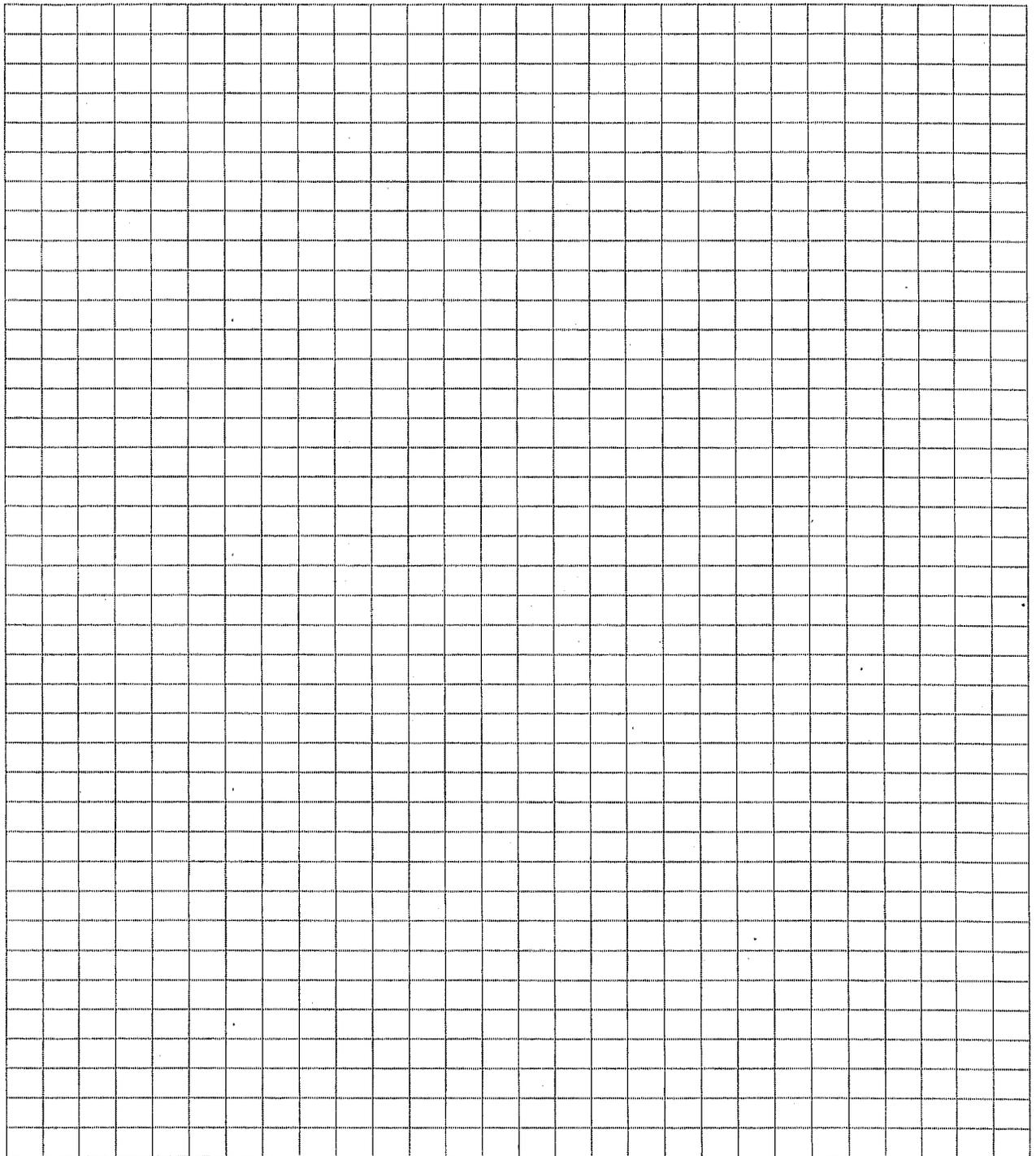
10. THE AFFECT OF THIS PROPOSED USE OR USES ON PUBLIC FACILITIES AND SERVICES WILL BE AS FOLLOWS:

Same

11. ATTACHED AS AN APPENDIX IS EVIDENCE OF OUR INTEREST IN THE PROPERTY PROPOSED TO BE REZONED (I.E. LEASE AGREEMENT, WARRANTY DEED, QUIT CLAIM DEED, ETC.)

ATTACHED TO DOCUMENT

**12. SKETCH OF THE BUILDING AND PROPERTY LINES OF THE SUBJECT PROPERTY AND THE PROPERTIES IMMEDIATELY ADJACENT THERETO.** *This Diagram Should Include Auxiliary Buildings, Parking And Sign Locations If Applicable.*



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**FOR OFFICE USE ONLY**

DATE PETITION FORM IS ISSUED TO APPLICANT: 5-4-15 By: SK  
DATE PETITION IS SUBMITTED AND FEE RECEIVED: \$359.75 By: Fee waived  
DATE TRANSMITTED TO PLANNING COMMISSION: 5-4-15 By: \_\_\_\_\_  
DATE OF PUBLIC HEARING: \_\_\_\_\_ By: \_\_\_\_\_  
DATE TRANSMITTED TO CITY COUNCIL: \_\_\_\_\_ By: \_\_\_\_\_  
DISPOSITION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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JAMES D. BRADFORD, ZONING ADMINISTRATOR

PLEASE TAKE NOTICE that a public hearing will be held by the Dowagiac City Planning Commission in the Council Chambers of the Dowagiac City Hall, 241 South Front Street, Dowagiac, Michigan 49047, on Monday, June 1, 2015 at 7:00 pm to hear comments on a rezoning petition of 515 Main St. 520 Main St. and 420 W. High St. The current zoning for the properties are R-2 residential. The request is to rezone the properties to OS Office service.

Legal descriptions:

- 1) . DW 364 SO MUCH OF FOL LYING IN SEC 36 5-16 DES AS BEG AT PT ON S LINE MAIN ST. WHICH IS N 54 DEG W 543.9 FT FRM INTERSEC OF SW LINE MAIN ST & NW LINE OF INDIANA AVE, & RUNNING TH S 36 DEG W 231 FT, TH N 54 DEG W 181.25 FT TH N 36 DEG E 231 FT TH S 54 DEG E 181.25 FT TO PL OF BEG. UNPL. SILVER CREEK SEC 36 CITY OF DOWAGIAC. Commonly know as 515 Main St.
- 2) 2316B COM S 0 DEG 14'32"E 314.81 FT FRM NE COR LOT 11, TH S 0 DEG 14'32"E 121.31 FT, W 122.64 FT, N 121.31 FT, E 122.13 FT TO BEG. W M VROOMAN'S ADD Commonly known as 520 Main St.
- 3) DW 1 COM AT A STAKE ON S LINE MAIN ST 5 CHS 32 LKS FRM W BOUNDRY OF INDIANA ST IN BEESON'S PLAT, TH S 36 DEG W 6 CHS 15 LKS TO N LINE HIGH ST, TH N 54 DEG W WITH SD ROAD 5 CHS 67 LKS, TH N 36 DEG E 6 CHS 15 LKS TO S LINE MAIN ST, TH LINE MAIN ST TH S 54 DEG E 5 CHS S 54 DEG E 5 CHS 67 LKS TO PL OF BEG. EX & RESERVING A PIECE OF LAND DES AS FOL; COM AT NE COR OF FORMERLY OWNED BY LYMAN MUNGER, TH S 54 DEG E ON MAIN ST 2 CHS 52 LKS, S 30 DEG W 3 CHS 50 LKS, N 54 DEG W 2 CHS 52 LKS, N 36 DEG E 3 CHS 50 LKS TO BEG. ALSO COM AT PT WHERE NE COR LAND FORMERLY OWNED BY WILLIS M FARR MEETS THE SW LINE MAIN ST, TH SWLY ON SE LINE SD LAND 12 RDS, SELY PARA WITH SD MAIN ST 6.5 RDS, NELY PARA WITH INDIANA AVE 12 RDS TO SWLY LINE MAIN ST, NWLY ON SWLY LINE MAIN ST 6.5 RDS TO BEG, BEUNG PART OF NE 1/4 SEC 1. EX COM AT INTERSECT OF SLY LINE MAIN ST & WLY LINE INDIANA AVE, TH N 54 DEG W 243.87 FT ALG SLY LINE MAIN ST TO BEG THIS DESC TH N 54 DEG W ON SLY LINE MAIN ST 102.15 FT, S 37 DEG 18'W 198 FT, S 53 DEG 46'E 107.25 FT, N 36 DEG 19'E 198 FT TO BEG. ORIGINAL PLAT CITY OF DOWAGIAC. Commonly known as 420 W. High St.

DATED: May 5, 2015  
Jane Wilson, City Clerk

**ORDINANCE NO. \_\_\_\_\_, 2015**

**ORDINANCE-----**

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

THE CITY OF DOWAGIAC ORDAINS:

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

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

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

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

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

\_\_\_\_\_  
Jane P. Wilson, City Clerk

# Appendix “A”

The following properties are requested by the City of Dowagiac for rezoning from R-2 residential to OS office service.

1. Lee Borgess Memorial Hospital 420 W. High St Property Tax# 14-160-100-001-00
2. Doctors Office 515 Main St. property Tax # 14-160-200-219-00
3. Donald Lyons Building 520 Main St Property tax #14-160-200-892-30