



## REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, July 11, 2016, 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 27, 2016

QUESTIONS FROM CITY COUNCIL –

COMMENTS FROM THE AUDIENCE (NON-AGENDA) –

COMMENTS FROM THE AUDIENCE (AGENDA) –

COMMUNICATIONS -

1. Summer in the City - June 21-24, 2016
2. Ed's Open Header Cruise – July 28, 2016
3. Rod & Roll Classic Auto Show - August 20, 2016

RESOLUTIONS –

1. Resolution authorizing a settlement and release agreement for the CDBG blight elimination project on Front Street.
2. Resolution to authorize an update of the city's nonunion administrative personnel manual.

3. Resolution to authorize the amendment to the Health Care Savings Program (HCSP) that allows for participation by non-union employees of the city.
4. Resolution to approve an agreement with Wightman and Associates in the amount of \$9,700.00 to assist in the preparation of the renewal application for the National Pollutant Discharge Elimination System (NPDES) surface water discharge permit for the wastewater treatment plant.
5. Resolution to approve a six (6) month agreement with Infrastructure Alternatives to provide repair & maintenance services at the Water and Wastewater Treatment Plant.
6. Resolution authorizing awarding the bid for Division Street Corridor Project to Northern Construction with a bid of \$1,595,948.85.
7. Resolution authorizing the issuance of General Obligation Limited Tax Bonds, Series 2016 Division Street Corridor Finance
8. Resolution to authorize the payment of bills:

BILLS	PAYROLL	TOTAL
\$129,576.80	\$120,799.53	\$250,376.33

ORDINANCES-

1. 1<sup>st</sup> reading of an ordinance to amend Chapter 82, Utilities; Section 24 “Landlord/ Tenant Policy for Rental Properties”, Sub-paragraph (b) regarding landlord affidavit policy.
2. 1<sup>st</sup> reading of an ordinance to amend Chapter 82, Utilities;, Section 7 “Service Deposits”, Sub-paragraph (4) to eliminate duplicate language and correct a typographical error.

COMMENTS FROM CITY OFFICIALS –

Resolutions Continued:

9. Resolution to go into closed session for the purpose of discussing litigation and real estate.

ADJOURNMENT –

Kevin P. Anderson  
City Manager

Attachments

## DOWAGIAC CITY COUNCIL MEETING

Monday, June 27, 2016

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

Mayor Donald Lyons led the Pledge of Allegiance to the flag.

PRESENT: Mayor Donald D. Lyons, Councilmembers Leon D. Laylin, Charles K. Burling, James B. Dodd, Lori A. Hunt, Danielle E. Lucas, Bob B. Schuur and City Clerk Jane P. Wilson.

ABSENT: None

STAFF: City Manager Kevin P. Anderson, Public Safety Director Steve Grinnewald, Airport Manager Oscar Azevedo.

### APPROVAL OF MINUTES OF PREVIOUS MEETING

Councilmember Dodd moved and Councilmember Hunt seconded that the minutes of the June 13, 2016 regular meeting be approved.

Approved unanimously.

### COMMENTS FROM THE AUDIENCE (AGENDA)

### COMMENTS FROM THE AUDIENCE (NON-AGENDA)

1. Mark Herman, candidate for Cass County Circuit Judge, provided comments on his campaign.
2. Mary Lou Franks and Bob Cochran, Cass County Council on Aging, addressed request for millage increase from .9 to 1.0 and spoke about the number of Cass County residents served and the extent of the volunteer services.

Councilmember Dodd moved and Councilmember Schuur seconded a resolution of support for the millage increase.

### Resolution to Support the COA Millage Proposition for Services to Older Citizens in 2016

WHEREAS, the percentage of population of adults age 60 and over in Cass County currently exceeds 24% of the population, and this percentage is projected to increase rapidly with the aging of the Baby Boomer generation; and

WHEREAS, the unique challenges of the older adult population include physical, emotional, and social needs; and

## DOWAGIAC CITY COUNCIL MEETING

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WHEREAS, the Cass County Council on Aging (COA) provides services and programs to address these needs vital to the health, welfare, and sense of wellbeing of the older adult population of Cass County; and

WHEREAS, an integral financial support for COA programs and services is the revenue generated through millage funding; and

WHEREAS, the Millage Proposition to Older Citizens to increase the levy to 1 mill will be voted upon at the August 2 primary election; and

WHEREAS, the City of Dowagiac desires to support the programs and services to the older adults of Cass County as provided by the Cass County COA;

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Dowagiac encourages voters to support the COA Millage Proposition for Services to Older Citizens on the August 2 primary ballot.

ADOPTED unanimously.

3. Dave Toxopeus, Detective Sergeant, Cass County Drug Enforcement Team, presented the Council with an overview of the CCDET's responsibilities and activities, and provided statistical and other information supporting its success. He asked for the Council's support for the request on the August 2, 2016 ballot to continue funding the program.

### RESOLUTIONS

1. Resolution authorizing the demolition of properties within the Division Street Corridor Project Area.

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

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

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

WHEREAS, the properties have undergone asbestos surveys and removals and are ready for demolition and fill, and;

DOWAGIAC CITY COUNCIL MEETING

Monday, June 27, 2016

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WHEREAS, the City staff has secured three bids, Merrill Excavating being the low bidder on the project coming in at \$24,450 for demolishing 101 New York Ave, 204 Commercial Street, 214 Commercial Street and 307 Commercial Street.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize the City Manager to approve the bids from Merrill Excavating in the amount of \$24,450 for the demolition and fill of 101 New York Ave, 204 Commercial Street, 214 Commercial Street and 307 Commercial Street and 305 Commercial Street upon receipt of bids.

ADOPTED unanimously.

2. Resolution authorizing the City Manager to enter into agreements with DMOT, project engineers, and contractor for the construction of a new terminal building at the Dowagiac Municipal Airport.

Councilmember Laylin offered and moved to approve the following resolution; seconded by Councilmember Hunt.

WHEREAS, City Council agrees it is cost effective to replace the existing terminal building at the airport; and

WHEREAS, federal and state funds are available to the City of Dowagiac for the purpose of Airport and Airway improvements; and,

WHEREAS, the city has rebid the project and received significantly lower bids; and,

WHEREAS, it is critical to proceed quickly with this project or there will be a loss of federal grant monies; and,

WHEREAS, the bids have been reviewed by the project engineer and the Michigan Department of Transportation (MDOT).

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, hereby approves the low bidder, Fiskars, Inc.; and,

BE IT FURTHER RESOLVED that the City Council directs the City Manager to be authorized as the signatory for execution of any and all agreements with MDOT, the low bidder, and any other party necessary to allow the Dowagiac Municipal Airport Terminal Building project to proceed immediately.

ADOPTED unanimously.

DOWAGIAC CITY COUNCIL MEETING

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3. Resolution introducing the final form resolution to accept an offer for the conveyance of property, parcel number 14-160-100-270-00, in the 400 block of Johnson Street at the July 25, 2016 regular City Council meeting.

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

WHEREAS, the City of Dowagiac wishes to convey and sell a parcel of real property owned by the City in accordance with the provisions of Section 14.9 of the City Charter; and,

WHEREAS, to do so requires the formal approval of the final-form resolution authorizing such conveyance a minimum of twenty-one (21) days in advance of the final adoption of the said, final-form resolution.

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council, by the affirmative vote of its City Council, does hereby adopt and introduce the attached, final-form resolution for the conveyance of City-owned real property in accordance with the provisions of Section 14.9 of the City Charter, and further directs the City Clerk to maintain on file for public review said same final-form resolution for a period of not-less-than twenty-one (21) days preceding the formal action by Council to approve the resolution as attached.

ADOPTED unanimously.

Resolution #  
July 25, 2016

**City Property Sale; 400 Block Johnson Street - \$100.00**

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

WHEREAS, at the June 27, 2016 City Council meeting by way of an adopted resolution introducing same, the Dowagiac City Council approved of a final-form resolution authorizing the conveyance of City-owned, real property in accordance with the provisions of Section 14.9 of the City Charter, and the specifications outlined in the City Council Policy enacted on June 21, 1993, and;

WHEREAS, having now remained on file for public inspection with the Office of the City Clerk for in-excess-of the minimum twenty-one (21) day period required by the City Charter, the City of Dowagiac wishes to formally convey and sell the parcel of surplus real property legally described in Exhibit "A", commonly known as 400 Block Johnson Street in the City of Dowagiac, according to the recorded plat thereof, and more commonly referred to as Parcel Code No. 14-160-100-270-00, to

DOWAGIAC CITY COUNCIL MEETING

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Willie Lewis and Arquillia Lewis, for the total sale price of one hundred dollars (\$100.00).

**NOW, THEREFORE, BE IT RESOLVED** that the Dowagiac City Council, by the affirmative roll call vote of five or more of its City Council Members, does hereby adopt and approve the sale and conveyance of City-owned real property legally described in Exhibit "A", commonly known as 400 Block Johnson Street in the City of Dowagiac, according to the recorded plat thereof, and more commonly referred to as Parcel Code No. 14-160-100-270-00, to Willie Lewis and Arquillia Lewis, for the total sale price of one hundred dollars (\$100.00).

**BE IT FURTHER RESOLVED** that the said conveyance shall be accomplished by means of the transfer of a Quit-claim Deed, as prepared by the City Attorney, signed by the Mayor and Clerk respectively of the City of Dowagiac, and executed within thirty (30) days following adoption of this resolution.

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

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

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices for period ending 06/19/2016 and payroll #20:

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>
\$411,883.69	\$202,113.25	\$613,996.94

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: None (0)

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Abstain: None (0)

COMMENTS –

ADJOURNMENT

Upon motion by Councilmember Schuur and seconded by Councilmember Hunt, the Dowagiac City Council adjourned at 7:54 PM.

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Donald D. Lyons, Mayor

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Jane P. Wilson, City Clerk

**EVENTS APPROVAL FORM**

Event: Summer in the City  
Date: July 21, 22, 23, 24, 2016  
Sponsoring Organization: Chamber of Commerce  
Contact Person(s): Vickie Phillipson  
Contact Person's Telephone: 269.782.8212

**CITY MANAGER:**

Final Approval  Denial

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

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

Department Heads:

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

**DEPARTMENT OF PUBLIC SAFETY:**

Approval  Approval with conditions  Denial

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

Signature *St. L. Sumner* Date 7/5/16

**DEPARTMENT OF PUBLIC SERVICES:**

Approval  Approval with conditions  Denial

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

Signature *James Bond* Date 7-5-16

**FINANCE DEPARTMENT:**

Approval       Approval with conditions       Denial

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

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

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Approval       Approval with conditions       Denial

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

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



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# Chamber of Commerce & DDA

Tour The Grand Old City at [www.dowagiachamber.com](http://www.dowagiachamber.com)

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*"Visit Dowagiac often. There are so many memorable ways to fill a day, a week or a lifetime."*

July 5, 2016

Mayor Don Lyons & City Council  
Dowagiac City Hall  
241 S. Front St.  
Dowagiac, Michigan 49047

Dear Mayor Lyons and City Council:

On behalf of the Greater Dowagiac Chamber of Commerce, we are completing final plans for Dowagiac Summer in the City Festival, which will be staged in the central business district Thursday through Sunday, July 21-24.

The Beckwith Park Summer Concert Series, featuring the Jared Knox Band, kicks off the 31st annual festival Thursday evening as we also celebrate Huntington Night, saluting the underwriter of the DDA's summer concert series.

New this year, on Saturday, from 1 to 5 p.m. we will feature Summer on Tap a craft brew tasting event, featuring 13 breweries, staged in and around the Beckwith Park. Tickets are priced at \$30 for the gated-event in which participants will receive a commemorative glass and 12 three-ounce samples. The staging area of Beckwith Park and Beeson Street will be set up much like it was last year for the beer tent that was hosted by Beeson Street Bar & Grill. A diagram of same is attached.

Interactive events, sidewalk sales and entertainment swing into full gear Friday and Saturday, as a Community Praise Jam, hosted by ACTION, wraps up the festival beginning at 2 p.m. Sunday.

## **On behalf of the Chamber of Commerce, I would like to request:**

- The use of the Beckwith Park & Beeson Street for the craft brew event on Saturday and the Community Praise Jam on Sunday.
- The closure of Front Street and parts of Commercial Street for Friday and Saturday.
- Front Street for the children's petting zoo, camel rides, inflatables and children's games, a roaming circus performer, along with merchant sidewalk sales and those of visiting non-profit and commercial vendors, who have registered with the Chamber of Commerce. Booth fees, which are collected from guest vendors operating commercial, community and craft displays, provide essential operational monies for the Chamber of Commerce. As such, on behalf of the Chamber, I am also requesting permission to **only allow** those vendors who have paid this fee to exhibit at the festival.
- The Haggin-Wimberley Memorial Bandstand for vocal and instrumental entertainment.
- The intersection of Front and Beeson for dance performances.
- Commercial Street, from Front to Penn Avenue, for the BMX action sports demo. Following set-up, Commercial Street to the alley will be re-opened. .
- For The Amazing Race, the use of Rudolphi Woods, Mill Pond, the cemetery and possibly Rotary Park for activities participants will be completing. At the cemetery, they will be restricted to the driving paths.
- An area within the Twistee's parking lot on Saturday for children's pedal cars, presented by Crystal Springs Camp & Retreat.
- The use of Front Street, within the vicinity of The Wounded Minnow for a bags tournament.
- The placement within a parking lot along Depot Drive to place a roll-off dumpster.
- Electric service panels at the Beckwith Park and on Front & Commercial streets for entertainers and commercial vendors.

# Summer in the City

July 21-24

Downtown Dowagiac

Festival Opens  
Thursday Evening



7:30-9:30 . . . Having opened for such Country greats as Lorrie Morgan, Chris Cagle and Tracy Lawrence, **Jared Knox** takes the stage as Summer in the City kicks off. This is a performance you won't want to miss! This is also **Huntington Night**, honoring the underwriter of our summer concert series!

## Friday, July 22

- 9-5 pm . . . Ladies Library Association Book Sale
- 10 am . . . **Sidewalk Sales**, community & craft booths open
- 10-4 . . . Golf cart shuttle provided by Dowagiac Masons & Booth's Country Florist
- 10-5 . . . Enjoy the old-school to cutting-edge Rock & Roll of **Rebel Pride** at the Gazebo, featuring hometown favorite Dennis Ferrier!
- 10-5 . . . Nature's Creek Mobile Zoo & **camel rides!**
- 10-5 . . . Children's inflatables, presented by Judd Lumber
- 11 am . . . Food vendors open, including DASAS walking tacos
- 11-4 . . . **Children's games** presented by Dowagiac Area Federal Credit Union
- 11-4 . . . Roaming street performer presents **circus acts**
- 11-4:30 . . . Dunk a cop for charity!
- 12:30-1:30 . . . Music & Motion with **children's performer** Rick Kelley at Gazebo, hosted by Dowagiac Library
- 1 pm . . . **Youth Bags Tournament**. Ages 13 to 19. Hosted by, with sign-up at Wounded Minnow.
- 1, 3 & 5 . . . **BMX demos** presented by AGA Nation
- 2-7 pm . . . **Taste of Dowagiac**. Enjoy a mix of hors d'oeuvre sized specialties. Tickets, priced at \$10 each, are available at Baker's Rhapsody, Caruso's, Deb's Café, Earl's BBQ, Saylor's Front Street Pizzeria, Wood Fire Italian Trattoria & Wounded Minnow.
- 6 pm . . . Mixed Doubles Bags Tournament. Hosted by, with sign-up at Wounded Minnow.

## Our Proud Sponsors

As the host of Summer in the City, the Chamber extends its appreciation to our corporate sponsors . . .

AK Montgomery • Burling & Gillesby DDS • Chemical Bank  
Clark Chapel / Starks Family Funeral Home • Creative Vinyl  
Down to Earth Chiropractic & Rehabilitation  
Kim MacGregor's Office of Edward Jones • Family Fare  
Four Winds Casino • Lyons Industries  
Southwestern Michigan College • Wightman & Associates  
Wolverine Mutual Insurance Co.

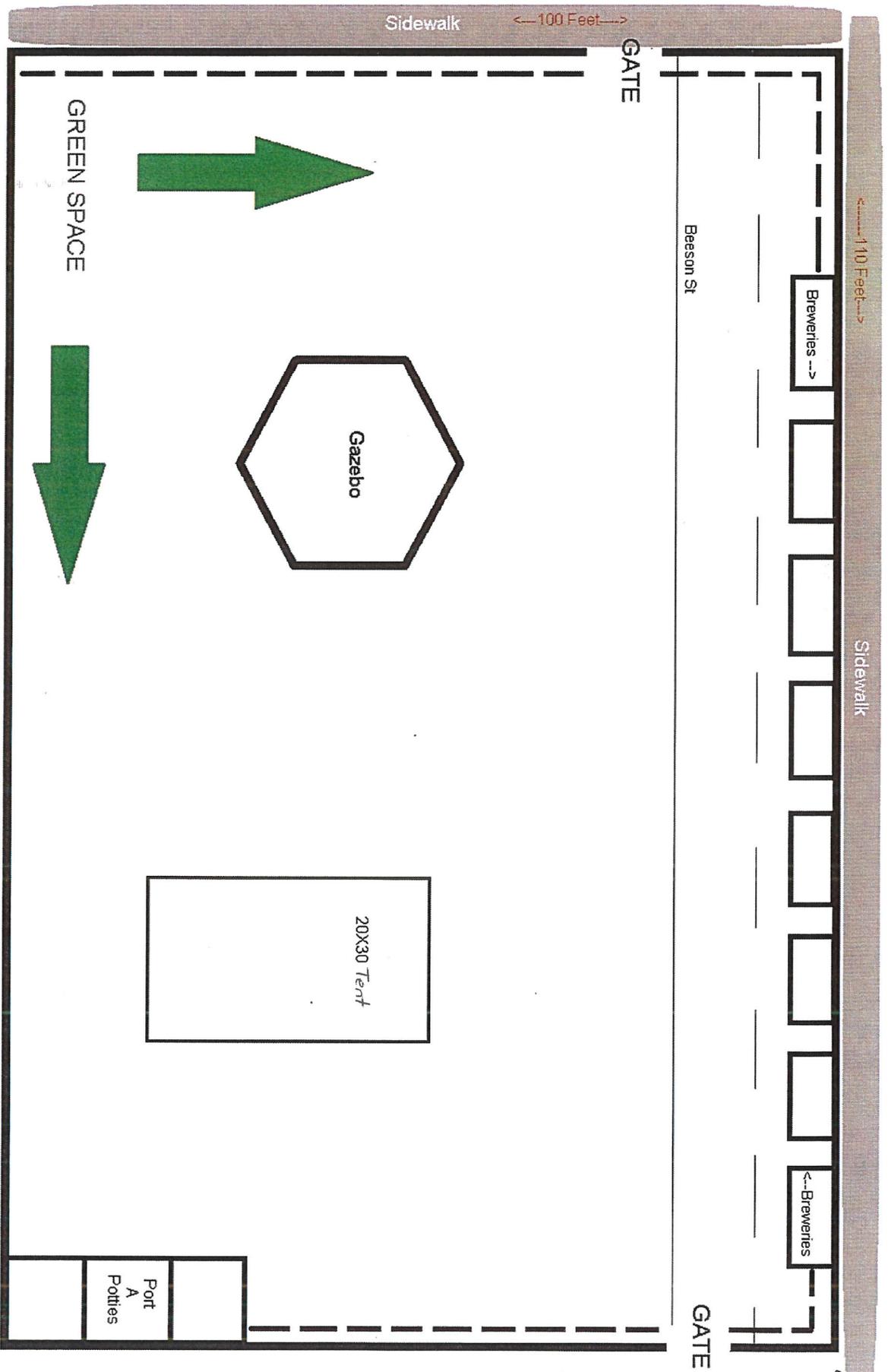
## Saturday, July 23

- 9-4 pm . . . Ladies Library Association Book Sale. Also, continues Monday during library hours.
- 10 am . . . **Sidewalk sales**, community & craft booths open
- 10-4 . . . Golf cart shuttle provided by Dowagiac Masons & Booth's Country Florist
- 10-5 . . . Nature's Creek Mobile Zoo & **camel rides!**
- 10-5 . . . Children's inflatables, presented by Judd Lumber
- 10:30 - 11:30 . . . Miss Michele & Co. performance
- 11:30 - 12:30 . . . MKSOD performance
- 11 am . . . Food vendors open, including DASAS walking tacos
- 11 am . . . **Amazing Race** steps off. Watch participant teams learn a dance routine from Miss Michele & Co., as they move on to other feats throughout the City. Advance registration forms available at Chemical Bank.
- 11-2 pm . . . **Messytime Activities for Kids** hosted downtown by Dowagiac District Library
- 11-4 . . . **Children's games** presented by Dowagiac Area Federal Credit Union
- 11-4 . . . Roaming street performer presents **circus acts**.
- Noon-3 . . . Children's **pedal cars**, presented by Crystal Springs Camp & Retreat
- 12:30 . . . **Princess Party & Parade**. Little girls enjoy sweet treats, drawings, storytime and photos with Miss Dowagiac.
- 1 pm . . . Dowagiac **Bags Championship**, co-sponsored by Miller Light with sign-up at Wounded Minnow.
- 1, 3 & 5 . . . **BMX demos** presented by AGA Nation
- 1-5 . . . Summer on Tap, **craft brew tasting** event at Gazebo, featuring the acoustic duo of Elliott & Joel
- 2 pm . . . **Rubber Ducky Race**, hosted by Fine Arts Boosters
- 5 pm . . . Festival wraps up

## Sunday, July 24

- 2 pm . . . ACTION presents a **Community Praise Jam** at the Gazebo with music, free hot dogs & ice cream!

*Note: Port-a-Johns are located at Beckwith Park & Behind Underwood's. Visitors may also use the public restrooms at the Historic Dowagiac Train Depot.*



Single barricades ↗

Single tent ↖

July 11, 2016

**EVENTS APPROVAL FORM**

Event: Ed's Open Header Cruise  
Date: Thursday, July 28, 2016  
Sponsoring Organization: Kazlauskas Friends and Family  
Contact Person(s): Curt Rohdy  
Contact Person's Telephone: 269.782.2524

**CITY MANAGER:**

Final Approval

Denial

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

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

Department Heads:

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

**DEPARTMENT OF PUBLIC SAFETY:**

Approval

Approval with conditions

Denial

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

Signature *St. L. Hill* Date 7/7/16

**DEPARTMENT OF PUBLIC SERVICES:**

Approval

Approval with conditions

Denial

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

Signature *James Bradford* Date 7-7-16

**FINANCE DEPARTMENT:**

Approval       Approval with conditions       Denial

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

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

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Approval       Approval with conditions       Denial

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

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



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# Chamber of Commerce & DDA

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*"Visit Dowagiac often. There are so many memorable ways to fill a day, a week or a lifetime."*

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July 5, 2016

Mayor Don Lyons & Council Members  
241 S. Front  
Dowagiac, Michigan 49047

Dear Mayor Lyons & City Council:

Friends and family of the late Ed Kazlauskas are planning to host an **Open Header Cruise** on Thursday, July 28, which will culminate in downtown Dowagiac.

Coordinated by Curt Rohdy, owner of John & Curt's Brake & Alignment, "Ed's Open Header Cruise for the Cause," was planned to coincide with the Beckwith Park Summer Concert Series that features Sixth Generation, a member of Michigan Rock & Roll Legends Hall of Fame, which performs that night, courtesy of Huntington Bank and the Downtown Development Authority.

Following his valiant battle with cancer, Ed passed away at the age of 60 on February 13, 2016. A Dowagiac native and owner of Jim D's Body Shop, Eddie was a local car buff, who was instrumental in starting Dowagiac's Rod & Roll Classic Auto Show.

All proceeds of the event will be given to Cass County Cancer League.

Participants of the Open Header Cruise will meet at 5:30 p.m. at 5-Mile Drive-Inn Theatre. An escort by law enforcement will lead the cruise into downtown Dowagiac, where participants will gather at 6:40 at Beckwith Park for the concert.

**On behalf of organizer Curt Rohdy and the DDA, I am requesting permission:**

- for areas along Depot Drive to be reserved for participants of the Open Header Cruise to park and that the City provide barricades for same;
- to keep the city's picnic tables at Beckwith Park that are placed there the week before for Summer in the City, so that they can be used the following week for this event; and
- that organizers be allowed to serve hot dogs and soft drinks to guests of the cruise. Clean-up of the area will be provided by organizers and myself on behalf of the DDA.

For further details, a registration form is attached to this request. Thank you in advance for your consideration and assistance.

Sincerely,  
Vickie Phillipson,  
DDA Program Director



**Thursday, July 28**

# Ed's Open Header Cruise for the Cause

*DOWNTOWN DOWAGIAC*

Join fellow auto enthusiasts, and friends & family of the late Ed Kazlauskas on Thursday, July 28, for this Open Header Cruise in honor of Eddie. All proceeds will be given to Cass County Cancer League.

The open header cruise coincides with the concert by Sixth Generation, a member of Michigan Rock & Roll Legends Hall of Fame, which performs that night at Beckwith Park in downtown Dowagiac. The concert gets underway at 7:30 p.m.

Following his valiant battle with cancer, Ed passed away at the age of 60 on February 13, 2016. A Dowagiac native and owner of Jim D's Body Shop, Eddie was a local car buff, who was instrumental in starting Dowagiac's Rod & Roll Classic Auto Show.

Participants of the Open Header Cruise will meet at 5:30 p.m. at 5-Mile Drive-Inn Theatre. A police escort will lead the cruise into downtown Dowagiac, where participants can gather at 6:40 p.m. at Beckwith Park for the concert and a cook-out!



----- **CAR REGISTRATION** -----

For questions, call Curt at 269.782.2524  
Pre-registration \$20 • Registration Day of Event \$25

Name \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I do hereby agree to hold harmless John & Curt's Brake & Alignment and its representatives from all fines, penalties, liabilities, losses, claims, damages and expenses including court costs and attorney's fees, incurred or suffered as a result of, or relating to my application to and/or participation in the event known as Ed's Open Header Cruise for the Cause, July 28, 2016.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Mail Registration by July 15 to:** John & Curt's Brake & Alignment, 28987 Pokagon Street, Dowagiac MI 49047



----- **Your Receipt for Charitable Donation** -----

All proceeds from the cruise will be given to the Cass County Cancer League.

My \$20 and/or \$25 entry fee has been given to Cass County Cancer League.  
This receipt has been supplied to you for tax purposes.

Thank you for your donation.

July 11, 2016

**EVENTS APPROVAL FORM**

Event: Rod & Roll Classic Auto Show

Date: Saturday August 20, 2016

Sponsoring Organization: Chamber of Commerce

Contact Person(s): Vickie Phillipson

Contact Person's Telephone: 269.782.8212

**CITY MANAGER:**

Final Approval

Denial

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

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

Department Heads:

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

**DEPARTMENT OF PUBLIC SAFETY:**

Approval

Approval with conditions

Denial

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

Signature *St. L. Sumrell* Date 7/5/16

**DEPARTMENT OF PUBLIC SERVICES:**

Approval

Approval with conditions

Denial

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

Signature *James Buford* Date 7-5-16

**FINANCE DEPARTMENT:**

Approval       Approval with conditions       Denial

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

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

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Approval       Approval with conditions       Denial

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

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



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# Chamber of Commerce & DDA

Tour The Grand Old City at [www.dowagiachamber.com](http://www.dowagiachamber.com)

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*"Visit Dowagiac often. There are so many memorable ways to fill a day, a week or a lifetime."*

July 5, 2016

Mayor Don Lyons & Council Members  
241 S. Front  
Dowagiac, Michigan 49047

Dear Mayor Lyons & City Council:

The Greater Dowagiac Chamber of Commerce on Saturday, August 20, will host its 26th-annual Rod & Roll Classic Auto Show. In addition to the auto show, we plan to offer a Lions Club pancake breakfast, afternoon barbecue, music from the 1950s and 60s, Tailgate Flea Market and in-store games.

On behalf of the Chamber of Commerce and our event chairmen, **I am seeking permission from Council to:**

- Park the classic autos on Front, from Division to Main; on Commercial, from Front to Penn; and on Beeson Street. Autos will be parked on both sides of the road, leaving room for an emergency lane down the middle.
- For the overflow of vehicles we would also like to utilize the city parking lot, between Twistee's and Front Street Crossing and the north side of Main Street, from D&R Sports to Penn Avenue. If these areas are not needed, they will be re-opened by 1:30 p.m. The section of Main, noted above, however, would remain closed and would also be used for the line-up of the parade of winners.
- Utilize the parking lot at Main & Penn for participants to park their rigs, who are trucking in their show vehicles.
- Use the Beckwith Park for the Tailgate Flea Market.
- Utilize the Haggin-Wimberley Memorial Bandstand for the disc jockey and auto registration site.
- Use Commercial Street, adjacent to FitStop, for the festival tent and food vendors.
- Have merchant sidewalk sales, if desired by individual retailers.
- Place three port-a-johns in the downtown for visitors and show participants.
- Utilize electric from the service panels at the Beckwith Park.
- Install directional signage the day of the show to direct auto owners to the registration area. Signage will be no larger than a typical real estate sign and will be removed at the conclusion of the show.

**In preparation for the show, I am also requesting the assistance of city crews to:**

- place written notices on the windshields of cars that are parked downtown overnight, to alert auto owners:
  - of the upcoming festival & closure of the aforementioned streets by 5 a.m. on Saturday;
  - of the need to park their vehicles elsewhere on Friday evening and Saturday;
  - that any vehicles left in the show area Saturday morning will be towed, at the owner's expense, by a licensed towing company hired by the Chamber of Commerce.
- clean Front Street, if possible, with the street sweeper prior to the show.
- supply & set up barricades to close the aforementioned areas. We will also need 3 barricades in front of the dry cleansers.
- and transport eight to 10 of the City's picnic tables to & from the show, leaving them on the sidewalk adjacent to Underwood Shoes, where the tent vendor will then put them in place, once the tent is situated.

Thank you for the city's continuing assistance and support of the Chamber of Commerce and its activities. Should you have any questions, feel free to phone my office. We hope you can join us on August 20 for this wonderful community event!

Sincerely,

Vickie Phillipson, Chamber of Commerce & DDA Program Director

Located in the Historic Dowagiac Train Depot  
200 Depot Drive, Dowagiac, Michigan 49047 269.782.8212

***CITY OF DOWAGIAC***

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

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

***DATE:*** July 8, 2016

***SUBJECT:*** Settlement & Release

---

A resolution is on Monday's agenda to approve a settlement and release agreement for a portion of the claim the city has made with parties regarding the CDBG blight elimination project at 115 – 117 South Front St. The settlement is for \$100,000 and allows the city to continue seeking claims from other parties.

The settlement, along with the court order and restitution, are solid steps towards recovering funding that had been committed to this project which never came to fruition.

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

**RECOMMENDATION**

Adopt and approve the resolution authorizing the city attorney to execute any and all agreements necessary for the settlement agreement of \$100,000.

Support Documents:

- Cover Memo-City Mgr.
- Employee Memo
- Resolutions (2)
- Participation Agreements

Resolution #1  
July 11, 2016

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

WHEREAS, legal counsel has drafted a release and a settlement agreement and recommends that both are in the best interest of the city to resolve some matters of pending litigation at 115 – 117 South Front St.; and;

WHEREAS, the city can continue its litigation to resolve matters with other litigants.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize the city attorney to execute any and all agreements necessary to complete the release and settlement agreements in the amount of \$100,000.

ADOPTED/REJECTED



STATE OF MICHIGAN  
IN THE CASS COUNTY CIRCUIT COURT  
60296 M-62, Cassopolis, Michigan 49031 – Telephone: (269) 445-4412

CITY OF DOWAGIAC, a Michigan  
Municipal Corporation,

Plaintiff,

v.

File No. 2016-0280-CH

FORREST FIN, LLC, a Michigan Limited  
Liability Company; JEREMY F. JAGER, an Individual;  
KENNETH MACK ALLEN, an Individual; LAGROW  
CONSULTING, LLC, a Michigan Limited Liability  
Company; CYNTHIA LAGROW, an Individual, and  
THE FIRST BANK OF DECATUR, a Michigan Banking  
Corporation,

Defendants.

---

Mowitt S. Drew, III (P60525)  
John E. Dewane (P12735)  
KOTZ SANGSTER WYSOCKI P.C.  
811 Ship Street, Suite 301  
Saint Joseph, Michigan 49085  
Telephone: (269) 591-6915  
*Attorneys for Plaintiff*

Philip E. Kalamaros (P64435)  
HUNT SUEDHOFF KALAMAROS LLP  
301 State Street, 2nd Floor  
Saint Joseph, Michigan 49085  
Telephone: (269) 983-4405  
*Attorney for Defendants LaGrow  
Consulting, LLC and Cynthia LaGrow*

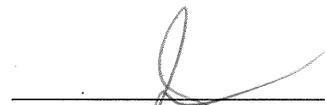
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**SETTLEMENT AGREEMENT**

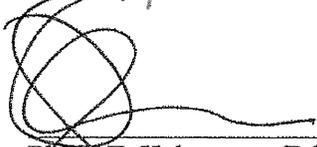
Plaintiff and Defendants LaGrow Consulting, LLC and Cynthia LaGrow, through their respective attorneys, make this Settlement Agreement in order to resolve the claims of the Plaintiff against Defendants LaGrow Consulting, LLC and Cynthia LaGrow, only, pending in this action. The terms of the settlement to which these parties agree include those terms recited in the attached Release, and Defendants LaGrow Consulting, LLC and Cynthia LaGrow further agree that they release, acquit and forever discharge Plaintiff, its elected

officials, officers and employees from any and all past, present and future claims arising out of the contracts therein and incidents complained of by Plaintiff in this action or which Defendants LaGrow Consulting, LLC and Cynthia LaGrow could have brought against Plaintiff, its elected officials, officers or employees in this action. This Settlement Agreement is subject to approval by the City Council for the Plaintiff and shall be null and void if the City Council fails to approve it by appropriate resolution duly adopted.

Dated: 7-7-16

  
\_\_\_\_\_  
John E. Dewane (P12735)  
Attorney for Plaintiff

Dated: 7-7-16

  
\_\_\_\_\_  
Philip E. Kalamaros (P64435)  
Attorney for Defendants LaGrow  
Consulting, LLP and Cynthia LaGrow

***CITY OF DOWAGIAC***

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

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

***DATE:*** July 8, 2016

***SUBJECT:*** Personnel Manual Amendment  
Health Care Savings Plan Amendment

---

A resolution is on Monday's agenda to approve an update to the City's non-union administrative Personnel Manual. This update amends the Retiree Benefits section of the manual. Attached is a memo to non-union employees which provides details on the updates to the manual.

Should Council approve the amendment to the Personnel Manual, a second resolution will need to be considered and approved to amend the Health Care Savings Program (HCSP). This resolution calls for amendment to the HCSP participation agreements for the non-union employees.

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

**RECOMMENDATION**

Adopt and approve the resolutions to amend the Personnel Manual and the Health Care Savings Program.

Support Documents:

- Cover Memo-City Mgr.
- Employee Memo
- Resolutions (2)
- Participation Agreements

Resolution #2  
July 11, 2016

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

WHEREAS, Article III of the Dowagiac Code of Ordinances sets forth the duties of the City Manager, and;

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

WHEREAS, the City Manager is authorized to adopt such administrative regulations in addition to, but not inconsistent with, the Charter and City Code, as he shall deem necessary and proper to provide for the adequate functioning of all departments, and;

WHEREAS, such regulations shall comprise the administrative personnel manual, and;

WHEREAS, the City Manager from time to time shall review said manual and recommend necessary changes.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt the changes to the Administrative Personnel Manual as attached hereto effective immediately.

ADOPTED/REJECTED

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

**WHEREAS,** the City of Dowagiac approved participation in the Michigan Employees' Retirement System Health Care Savings Program on May 9, 2005, and;

**WHEREAS,** the City would like to amend the program to establish a \$38 per month employer contribution for non-union employees, and;

**WHEREAS,** amendments to the Health Care Savings Program require formal approval by City Council;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by the affirmative vote of its City Council, authorizes the City Manager to sign the amended participation agreement with the Michigan Employees' Retirement System effective October 1, 2016.

ADOPTED/REJECTED

***CITY OF DOWAGIAC***

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**MEMO TO: Non-Union Employees**

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

**DATE: July 6, 2016**

**SUBJECT: Retiree Health Insurance**

---

Over the past several years, sweeping changes have occurred in both the insurance market and within governmental accounting standards. In an effort to respond to these changes, City staff continue to review and update policies to provide the best benefits possible to employees. One of the most challenging benefits is retiree health insurance for Medicare eligible retirees and the funding of “Other Post-Employment Benefits” (OPEB).

As the insurance market has evolved, it has become extremely difficult to find an insurer that will accept employer groups with Medicare eligible retirees. Each year at annual enrollment, we request quotes from a variety of insurers, the majority of which decline to offer a quote to our group if Medicare eligible retirees are included. The quotes we do receive are cost prohibitive not only to the Medicare eligible retiree, but also for the City’s active group health insurance participants. Also, Governmental Accounting Board Standards (GASB) require that OPEB benefits be pre-funded at a specific level, whether anyone participates in the program or not. It should be noted that we have not had a participant in a Medicare retiree plan in many years due to the excessive cost of the plans to the retiree.

To address this issue, the Personnel Manual, Section 7.650 RETIREE BENEFITS shall be amended, subject to City Council approval, effective October 1, 2016, to read as follows:

NEW: (b) “Employees with a hire date prior to October 1, 2016, having less than fifteen (15) years of service, retiring from active employment with the City as an eligible member of the MERS retirement plan, shall participate in an employer funded post-employment Health Care Savings Program in-lieu-of retiree medical coverage. Funds from the program may be used to purchase health insurance from the provider of the employee’s choice or other medical expenses as defined in Section 213 (d) of the Internal Revenue Code. The City shall contribute \$38 per employee per month to the program during employment.”

NEW: (c) “A calculation will be completed on October 1, 2016, and, as of this date, employees with a combination of years of service and age exceeding sixty (60) will remain eligible to elect retiree medical coverage. Retiree medical coverage will cease upon Medicare eligibility. At the employee’s discretion, the employee may elect to participate in an employer funded post-employment Health Care Savings Program in-lieu-of retiree medical coverage. The City shall contribute \$38 per employee per month to the program during employment.”

(c)(2)“That the City shall not be required to reimburse any retiree for any portion of medical insurance premiums while such employee is covered under any other group policy of medical insurance, including Medicare, or where such benefits are available through his/her spouse's employment as a group policy;”

This change will be implemented as follows:

- New hires hired after October 1, 2015 already have the HCSP contribution of \$38 per month in-lieu-of retiree health insurance as described in the Personnel Manual Section 7.65(a). Retiree health coverage will not be provided upon retirement.
- Employees hired prior to October 1, 2016, having less than fifteen (15) years of service shall automatically be placed in the HCSP with a \$38 per month employer contribution. No retiree health coverage will be provided upon retirement.
- Employees hired prior to October 1, 2016, with a combination of years of service and age exceeding a total of sixty (60) will remain eligible for the \$200 retiree premium payment under the City’s group health insurance plan with retiree health insurance coverage ending upon Medicare eligibility. Employees in this category, at their discretion, may elect to participate in the HCSP in-lieu-of the retiree health insurance premium payment.

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

# MERS Health Care Savings Program Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

## I. PARTICIPATING EMPLOYER

**Employer Name:** \_\_\_\_\_  
(Name of municipality or court)

**Municipality Number:** \_\_\_\_\_ **Division Number:** \_\_\_\_\_

## II. EFFECTIVE DATE

1. If this is the initial Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of the program here adopted shall be:

\_\_\_\_\_  
(Date)

2. If this is an amendment and restatement of an existing Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of this amendment and restatement shall be effective: \_\_\_\_\_

(Date)

## III. COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units or personnel/ employee classifications ("Covered Group"), in Health Care Savings Program. **Contributions shall be made on the same basis within each Covered Group identified by this agreement, and remitted as directed by the Program Administrator.** If the Employer has varying coverage or contribution structures between groups, a separate agreement will need to be completed for each covered group. This agreement encompasses the following group(s):

\_\_\_\_\_  
(Name/s of HCSP covered group/s)

## IV. ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program.

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Participation Agreement.



# MERS Health Care Savings Program Participation Agreement

- B.  Mandatory Salary Reduction (Before-Tax) Contributions.** Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (specify):

- C.  Mandatory Leave Conversion (Before-Tax) Contributions.** Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. *(Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.)*

**Check one or more:**

- |                          |   |                                |   |
|--------------------------|---|--------------------------------|---|
| <input type="checkbox"/> | As of _____,<br>Annual date or X weeks before termination | _____ % of _____<br>Percentage | _____ % of _____<br>Type of Leave Conversion (sick, vacation, etc.) |
|                          | must be contributed to the HCSP.                          |                                |   |
| <input type="checkbox"/> | As of _____,<br>Annual date or X weeks before termination | _____ % of _____<br>Percentage | _____ % of _____<br>Type of Leave Conversion (sick, vacation, etc.) |
|                          | must be contributed to the HCSP.                          |                                |   |
| <input type="checkbox"/> | As of _____,<br>Annual date or X weeks before termination | _____ % of _____<br>Percentage | _____ % of _____<br>Type of Leave Conversion (sick, vacation, etc.) |
|                          | must be contributed to the HCSP.                          |                                |   |
| <input type="checkbox"/> | As of _____,<br>Annual date or X weeks before termination | _____ % of _____<br>Percentage | _____ % of _____<br>Type of Leave Conversion (sick, vacation, etc.) |
|                          | must be contributed to the HCSP.                          |                                |   |

# MERS Health Care Savings Program Participation Agreement

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**Post-Tax Employee Contributions.** Post-tax Employee Contributions made by Eligible Employees within the Covered Group(s) shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

**VI. MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT**

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Agreement and Plan Document have been implemented.

**VII. STATE LAW**

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

**VIII. TERMINATION OF THE PARTICIPATION AGREEMENT**

This Participation Agreement may be terminated only in accordance with the Trust Agreement.

**IX. EXECUTION BY GOVERNING BODY OF MUNICIPALITY**

The foregoing Participation Agreement is hereby adopted and approved on

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at the official meeting held

by \_\_\_\_\_.

(Name of approving employer)

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Received and Approved by the Municipal Employees' Retirement System of Michigan**

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Authorized MERS signatory)

***CITY OF DOWAGIAC***

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

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

**DATE: July 8, 2016**

**SUBJECT: NPDES Permit Renewal Assistance**

---

All wastewater treatment systems are required to have a permit to discharge treated water to a body of water. The city's permit to discharge expires in October 2017 and we are required to have a draft renewal application to the Michigan Department of Environmental Quality no later than April 1, 2017. The application process is highly technical and requires a significant amount of time and expertise to accurately comply with all of the state and federal requirements.

The city does not currently have sufficient staffing to do this work. After reviewing our options, it is best to contract out for these services and Wightman and Associates has qualified staffing to assist the city in this matter at a cost of \$9,700.

Enclosed is the proposal that details the test that will be performed.

**RECOMMENDATION**

Approve a resolution to authorize Wightman and Associates to provide NPDES permit renewal assistance in the amount of \$9,700.

Support Documents:  
Cover Memo-City Mgr.  
Resolution  
Wightman Proposal

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

WHEREAS, the city's National Pollutant Discharge Elimination System (NPDES) surface water discharge permit for the wastewater treatment plant expires in October 2017, and;

WHEREAS, the city does not have staff available to perform the necessary tasks to complete the renewal application by the required date of April 1, 2017, and;

WHEREAS, the City Administration has been reviewing the best way for compliance for permit renewal and have determined that contracting with Wightman and Associates is the best and most cost-effective way to complete our application.

NOW, THEREFORE BE IT RESOLVED that the City Council does hereby authorize the City Manager to execute an agreement with Wightman and Associates for NPDES permit renewal services in the amount of \$9,700.

ADOPTED/REJECTED

**Benton Harbor Office:**  
2303 Pipestone Road  
Benton Harbor, MI 49022

**Telephone:**  
(269)927-0100

**Fax:**  
(269)927-1300

**Website:**  
[www.wightman-assoc.com](http://www.wightman-assoc.com)

June 13, 2016

City of Dowagiac  
241 South Front Street  
P.O. Box 430  
Dowagiac, MI 49047

Attention: Mr. Kevin Anderson, City Manager

**RE: *ENGINEERING SERVICES PROPOSAL  
WASTEWATER TREATMENT PLANT  
NPDES PERMIT RENEWAL ASSISTANCE AND O&M MANUAL REVISION***

Dear Kevin:

We enjoyed working with the City and Infrastructure Alternatives on the Water and Wastewater Treatment Plant assessments, and appreciate the opportunity to provide this proposal to further assist the City of Dowagiac with improvements at the Wastewater Treatment Plant (WWTP). From our recent discussions, we understand the City would like assistance with applying to the Michigan Department of Environmental Quality (MDEQ) for renewal of the current National Pollutant Discharge Elimination System (NPDES) surface water discharge permit for the WWTP, which expires on October 1, 2017 and must be reapplied for by April 4, 2017. Additionally, we understand the City would like assistance with revising the current WWTP Operations and Maintenance (O&M) Manual to bring this document up to date.

## Section I – Project Goals

We understand the objectives of the City are as follows:

1. Submit an application to the MDEQ for the NPDES permit renewal by the April 4, 2017 deadline. Any requested changes in NPDES requirements will be submitted as part of this application.
2. Request a change in the WWTP sampling requirements to reduce frequency from 7 days per week to 5 days per week. If this change can be made, the time required for personnel on the weekends could be reduced by at least 50%.
3. Revise the WWTP O&M Manual to incorporate the requirements of the current NPDES permit and to address changes to operating methodologies and equipment. The O&M Manual will be written with the entire operating staff in mind, and will contain information pertinent to the day-to-day operation of the treatment facility.

## Section II – Scope of Services

The following is our proposed scope of work for renewal of the WWTP NPDES permit:

1. Coordinate with plant operators to complete the additional monitoring requirements as described in Part I.A.2 of the current NPDES permit. Testing for whole effluent toxicity, hardness, metals, cyanide, total phenols, volatile organic compounds, acid extractable compounds, and base/neutral compounds as described in the NPDES permit was/is to be conducted in August 2014, May 2015,

March 2016, and October 2016. If required testing has not been completed, we will coordinate future testing.

2. Compile and review monitoring results, consult with plant operators, and prepare request to MDEQ for desired changes in NPDES requirements (i.e. reduced sampling frequency for regulated constituents, revision to any monitoring requirement, etc).
3. Complete NPDES permit application renewal and submit to MDEQ online through MiWaters site. Permissions from the City to access WWTP documents through MiWaters will be required. It is assumed that an increase in pollutant loading will not be required or requested by the City, and thus the preparation of an Antidegradation Demonstration will not be necessary.
4. Provide responses for any and all MDEQ application questions and/or additional information requests.

The following is our proposed scope of work for preparation of an updated O&M Manual for the WWTP:

5. Work closely with plant operators to prepare an updated O&M Manual. Applicable portions of the existing O&M Manual will be utilized to the greatest extent practical. At a minimum, the manual will include the following:
  - a. Introduction and Manual Objectives
  - b. Operator Responsibilities
  - c. Permits and Standards
  - d. Wastewater Treatment Concepts
  - e. Treatment Description: Equalization, Primary, Secondary, Tertiary, Disinfection, Chemical Feed Systems, Sludge Systems, Electrical, Control Systems
  - f. Operation and Control
  - g. Maintenance
  - h. Laboratory Procedures
  - i. Safety
  - j. Security
  - k. Emergency Response
  - l. Utilities and Contacts
  - m. Appendices: NPDES Permit, Report Forms, Customer Community Agreements, Basis of Design, Sewer Use Ordinance, Record Drawings, Equipment Manuals

### Section III - Fees

We propose to complete the above scope of services for the WWTP NPDES permit renewal for a fixed fee of \$9,700.00 plus reimbursable expenses.

We recommend budgeting an additional 4% to 6% of the fee listed above for reimbursable expenses. A schedule of eligible expenses is listed in the attached Terms and Conditions document.

Fees attributable to preparation of the revised WWTP O&M Manual will be fully covered under the City of Dowagiac's Michigan Department of Environmental Quality (MDEQ) Stormwater, Asset Management, and Wastewater (SAW) grant.

### Section IV – Deliverables

We will prepare an application for renewal of the WWTP NPDES permit, including all necessary supporting documents. This will be submitted electronically to the MDEQ through their MiWaters website. Copies of the permit application will be presented to the City for review prior to submittal to the State.

We will prepare an updated WWTP O&M Manual which will include the sections as outlined in Section II – Scope of Services of this proposal. We will provide five (5) hard copies of the O&M Manual in a three-ring binder format, as well as an electronic copy in PDF format.

### Section V – Schedule

We can begin work within 2 weeks upon receiving a Notice to Proceed. Initial work will mostly consist of data gathering, data compilation, and consulting with operators.

We will complete the NPDES permit renewal by the April 4, 2017 MDEQ deadline. We estimate completion of a draft O&M Manual will take approximately 4 to 6 months, and review with the City and revisions to prepare the final document will take an additional month.

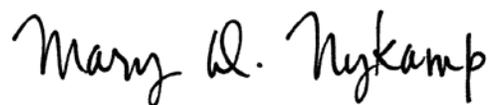
### Section VI – Terms and Conditions

Our standard terms and conditions are attached.

We are extremely excited by the opportunity to partner with you on this project. If our proposal is acceptable to you, please sign below to authorize us to begin work and return a copy to our office. If you have any questions or comments, please feel free to call me.

Very truly yours,

**WIGHTMAN & ASSOCIATES, INC.**



Mary Deneau Nykamp, P.E., LEED AP  
mnykamp@wightman-assoc.com

cc: Ms. Rozanne Scherr, City of Dowagiac HR Director/Assistant City Manager  
Mr. Jim Bradford, City of Dowagiac DPS Director

**This proposal is approved and accepted by:**

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

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

**Title:** \_\_\_\_\_

## Standard Terms and Conditions

Updated 8.21.2015

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's Hourly Rate, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, a required item or component of the project is omitted from Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-

risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.

13. Limitations/Exclusions. Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.
15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.
16. Certificate of Merit Requirement. Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
17. Jurisdiction and Venue. Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees

that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.

18. Termination. Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.

19. Billing Rates.

Principal.....	\$180.00/hour
Senior Licensed Staff.....	\$140.00/hour
Licensed Staff II.....	\$120.00/hour
Licensed Staff I.....	\$110.00/hour
Senior Interior Designer .....	\$120.00/hour
Technical Manager.....	\$120.00/hour
Professional Staff III.....	\$100.00/hour
Professional Staff II.....	\$90.00/hour
Professional Staff I.....	\$80.00/hour
Technician III.....	\$80.00/hour
Technician II.....	\$70.00/hour
Technician I.....	\$65.00/hour
Administrative.....	\$60.00/hour
3 Man Survey Crew.....	\$170.00/hour
2 Man Survey Crew.....	\$140.00/hour
1 Man Survey Crew.....	\$95.00/hour
3 Man Survey Crew (Construction Staking).....	\$195.00/hour
2 Man Survey Crew (Construction Staking).....	\$165.00/hour
1 Man Survey Crew (Construction Staking).....	\$125.00/hour
Mortgage Inspection.....	\$250.00/each
Expert Witness/Testimony.....	\$300-\$500/hour

Reimbursable Expenses. Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:

- Black & White Prints/Copies
  - 8 ½ x 11 \$0.19/sheet
  - 8 ½ x 14 \$0.19/sheet
  - 11 x 17 \$0.19/sheet
- Color Prints/Copies
  - 8 ½ x 11 \$0.85/sheet
  - 8 ½ x 14 \$0.85/sheet
  - 11 x 17 \$1.25/sheet
- Black & White Plots
  - 12 x 18 \$1.50/sheet
  - 18 x 24 \$2.75/sheet
  - 24 x 36 \$5.00/sheet
  - 30 x 42+ \$7.50/sheet
- Color Plots
  - 12 x 18 \$9.00/sheet
  - 18 x 24 \$18.00/sheet
  - 24 x 36 \$30.00/sheet
  - 30 x 42+ \$42.00/sheet

***CITY OF DOWAGIAC***

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

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

**DATE: July 8, 2016**

**SUBJECT: Water & Wastewater System Maintenance Support**

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Last month City Council authorized an agreement with Infrastructure Alternatives, Inc. to provide management and oversight services for the water and wastewater treatment facilities. One of the expectations we had during the original 6-month agreement was assistance in prioritizing repair and maintenance tasks for city staff and contract crews so that significant improvements to R&M could begin immediately. Since that time, the city has been notified that one of our employees will be off work for an extended period of time which greatly impacts available time for maintenance by city staff.

We are behind on maintenance and it is critical that this work proceeds in a timely manner. Infrastructure Alternatives has provided a proposal that they will provide a master mechanic to be on site two days a week and a maintenance technician to be on site and support the master mechanic one day a week for the next six months. The work would be billed on a time and material basis for each worker with an expected cost not to exceed \$2,700 per week.

It is anticipated that we would continue in this manner for at least a six-month period and continually monitor progress towards improved maintenance of the wastewater treatment plant facilities.

**RECOMMENDATION**

Authorize the resolution to approve a six-month Water & Wastewater System Management Services Agreement with Infrastructure Alternatives for water and wastewater system maintenance support.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- IAI Proposal

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

WHEREAS, the City hired the management firm of Infrastructure Alternatives, Inc. (IAI) who teamed up with Wightman & Associates to provide a general facility assessment report on the state of the water and wastewater treatment plants, and;

WHEREAS, city staff has been working with IAI to address maintenance deficiencies at the wastewater treatment plant and have determined that additional resources are necessary to address these maintenance deficiencies, and;

WHEREAS, the City Council desires to enter into a six-month Agreement for Management Services to improve maintenance of the Dowagiac Wastewater Treatment and Water Treatment Plants, and;

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Manager be and hereby are authorized to execute any and all documents necessary and appropriate to effectuate said agreement.

ADOPTED/REJECTED

July 1, 2016

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

**RE: Water & Wastewater System Maintenance Support**

Dear Mr. Anderson:

This letter is intended to address our proposed maintenance management support for your water and wastewater utilities as you requested in a letter dated June 24, 2016. Infrastructure Alternatives understands that you have lost one of your current employees to an ailment, and we would be thrilled to pitch in and support your maintenance activities in order to insure that your equipment life is maximized. With our current understanding of what is needed at the wastewater facility alone, we are sure that this is a big step in the right direction. Hopefully this letter proposal will meet with your approval and we can schedule our staff accordingly. The following paragraphs detail our work scope and cost for your consideration.

**Work Scope**

The work scope we propose for maintenance support is summarized as follows:

- We will assign Bob Stevens, our master mechanic to Dowagiac maintenance activities every Wednesday and Thursday for the foreseen future. Bob will address Pat Aird's maintenance and repairs priority list from week to week, to get caught up on equipment maintenance, and to address the repair needs for reliable system operations. Most of the work as we see it will be in the wastewater treatment plant, except for the preventative maintenance activities required on the water systems. We estimate that Bob will work 20 hours per week, either on site, in transit, or obtaining parts off site as necessary.
- On a project by project basis, IAI will provide a second maintenance technician to support Bob on maintenance activities. We will bring in a second man when the task

requires more than one person to do the job. Initially we believe this will be necessary every week since there is a lot of work to get caught up with. Once we have reached a level of comfort on the equipment maintenance, we would probably look at reducing to one person on a weekly basis. The City will only be charged when a second man is brought on site, and the invoices will reflect the work accomplished for either one or two man activities as required.

- Our management proposal includes the implementation of a computerized equipment maintenance management program to track work performed on plant and collection system mechanical equipment and structures. As Bob works on equipment, he will collect the nameplate data for equipment for entry into the maintenance management program, and document the work completed on equipment which will also be entered for our equipment maintenance tracking database.
- An equipment identification program will also need to be implemented specific to Dowagiac's water facilities, and wastewater facilities. The purpose for this is to be able to identify equipment location with the coded identification system (ie. PC-V02 might be valve no. 2 in the Primary Clarifier, or similar designation as established by Bob and Pat. This system will be set up and become the basis for equipment identification in the computerized maintenance management program.
- Provide assistance to the plant manager on operation coverage if staffing shortages due to vacations or illness arise.
- We are aware that Wightman and Associates is currently or will be working on several projects that may qualify for SAW grant eligibility. These projects include the asset management plan, the NPDES Permit renewal and an updated O&M manual. IAI has a strong working relationship with Wightman and Associates and will be able to provide input and assistance on these important projects so we will work closely with them to insure when eligible projects are performed they are tracked properly for grant payment.

### **Staffing Plan**

Bob Stevens will work with Pat Aird for the foreseen future on a two day per week basis. A second man will be provided from one of our other area projects for maintenance support on Wednesday's and Thursday's as well to support Bob's activities. Terry Norman, Ray Stoddard, or Jared LeClerq, operation and maintenance specialists from other area projects will be called

upon as necessary to assist Bob on maintenance activities, or corporate maintenance technicians will be called upon if others are not available.

We had these people in mind for emergency support to Pat under our management contract. We have several other staff that could be available at a moment's notice to assist should the need arise.

### **Cost of Services**

The cost of providing Bob Stevens two days per week is \$1,750/week. This includes his hourly rate of \$75.00/hour, plus expenses. Bob would be billed out on a time and materials basis but the cost per week will not exceed the \$1,750.00. The second man would also be billed out on a time and materials basis at \$55.00/hour, and his cost would not exceed \$950.00 per week which includes expenses.

In addition, should additional resources be requested, IAI will provide a detailed proposal with estimated cost for each additional work task prior to proceeding with that work. This might be for engineering related work, subcontracted services work, SAW grant eligible work, or work elsewhere in the City. We will also provide proper justification on why the work is necessary.

We continue to look for the operational support for one weekend per month as requested. Pat will cover this for now, but our search for additional support continues. Weekend coverage will be billed on a time and materials basis also.

### **Proposed Contract Term**

IAI would like to propose a one-half year contact term for this project, which is the same as our management contract. This would be renewable at that time for an additional term to continue if the desired results are being obtained. IAI has been renewed on over 98 percent of our contracts over the years because we do achieve the results set out in our contracts. We would welcome a long term contract at some point should the City wish to look at that.



INTEGRATED SOLUTIONS

## Summary

We understand the City is entering a challenging but exciting period major upgrades and facility changes occurring. Trying to find the right assets to manage the way through all these challenges seems daunting but we believe that Infrastructure Alternatives is uniquely qualified to do this. A good step in the right direction is to maintain the equipment you have to maximize service life. We think this maintenance support will get you a long way in going from a reactive maintenance and repair approach to a proactive, computer driven and executed maintenance program.

Thank you again for the opportunity to present this maintenance support proposal for the City's water and wastewater utilities.

Very truly yours,

**Infrastructure Alternatives, Inc.**

A handwritten signature in cursive script, appearing to read "Kent S. Premier".

Vice President

CC: Tom High, IAI  
Pat Aird, IAI  
Jim Bradford, City of Dowagiac  
Rozanne Scherr, City of Dowagiac

7888 Childsdale Ave.  
Rockford, MI 49341  
P. 616.866.1600  
F. 616.866.1611  
[www.infralt.com](http://www.infralt.com)

***CITY OF DOWAGIAC***

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

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

***DATE:*** July 8, 2016

***SUBJECT:*** Division Street Corridor Project Bids

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A resolution is on Monday's agenda to authorize the bid for the Division Street Corridor Project. The City of Dowagiac received sealed bids on Thursday, July 7, 2016. Only one bid was received from Northern Construction Services Corp. in the amount of \$1,595,948.85. This bid has been reviewed by our consulting engineers, Wightman and Associates, Inc. for accuracy and it is recommended that we proceed with this bid.

**RECOMMENDATION**

Approve resolution that authorizes the Mayor and City Clerk to be signatories for the execution of any and all contracts for the Division Street Corridor Project.

Support Documents:  
Cover Memo-City Mgr.  
Resolution

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

WHEREAS, the City Council has been working with Wightman and Associates Inc. to develop the Commercial Street and Division Street corridor project, and;

WHEREAS, a bid opening was conducted on Thursday, July 7, 2016, to receive bids for the Commercial Street and Division Street Corridor Project, and;

WHEREAS, the bids have been reviewed by Wightman and Associates, Inc., and;

WHEREAS, the only bid received was from *Northern Construction Services Corporation*, of Niles, Michigan, in the amount of \$1,595,948.85.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the bid from Northern Construction Services Corporation.

BE IT FURTHER RESOLVED that the City Council authorizes and directs the Mayor and City Clerk as the signatories for the execution of any and all contracts.

ADOPTED/REJECTED

## Kevin Anderson

---

**From:** Steve Carlisle <scarlisle@wightman-assoc.com>  
**Sent:** Thursday, July 7, 2016 6:14 PM  
**To:** Kevin Anderson  
**Cc:** Jordan Parker; Ben Baker  
**Subject:** Dowagiac Bid Review  
**Attachments:** 160127 Bid Tab.pdf

Kevin,

We have reviewed our previous information and found that we communicated a budget of \$1,800,000 for the entire project, including contingency and engineering fees. When you back out our fees (\$234,800), we have a total construction budget of \$1,565,200. The bid from Northern Construction came in at \$1,595,948.85, a difference of \$30,748.85. Keep in mind, this difference does not include any contingency in the event we identify some unplanned costs. We have attached the bid tabulation for your use; we did not find any errors in their bid.

After a review of the bid, we offer the following comments:

- 1) It appears we could save approximately \$7,500 on having the City order the street light poles. I have asked Northern to verify this is not an issue with the subcontractor for the lighting.
- 2) We have \$8,000 in the Subgrade Undercutting item, that will likely go unused.
- 3) There does not appear to be any savings in the asphalt items, as Northern received 3 separate quotes for that work.
- 4) The Site Grading item appears to be high, but we don't have an opportunity to negotiate this item, as it is a lump sum and covers all grading for the entire project.
- 5) I would not recommend changing the material for the brick paver road section (aggregate base), due to the enhanced structural stability associated with those items.
- 6) All of the other items (landscaping, amenities, electrical, concrete sidewalk, walls, and storm sewer) all appear to be in line with average unit prices.

Even though we only received one bid today, considering the bid climate right now, I would recommend the City seriously consider awarding the contract to Northern Construction. We have a great deal of respect for Northern, and they have a tremendous amount of streetscape experience. I also understand this project is very important for the City, and would like to complete it this year. If the City moves forward with award, I would recommend you consider an additional contingency fund between \$20,000 and \$30,000 to cover potential unexpected items.

Please review and let me know your thoughts.

Thanks,

**Steve C. Carlisle, P.E.**

Wightman & Associates, Inc.

Engineering | Architecture | Surveying | Environmental

O: 269.927.0100 | D: 269.487.9712 | C: 269.449.6814

2303 Pipestone Road | Benton Harbor, MI 49022 | [www.wightman-assoc.com](http://www.wightman-assoc.com)



PROJECT: **Division Street and Commercial Street Corridor Project**

CLIENT: **City of Dowagiac**

BID OPENING: July 7, 2016 @ 2:00 PM

No.	Description	Qty.	Unit	Nothorn Construction Services,					
				Unit Price	Total				
Base Bid									
1	Mobilization, Max \$75,000	1	LSUM	75,000.00	\$	75,000.00			
2	Tree, Rem, 19 inch to 36 inch	1	EA	1,000.00	\$	1,000.00			
3	Tree, Rem, 6 inch to 18 inch	10	EA	400.00	\$	4,000.00			
4	Dr Structure, Rem	6	EA	500.00	\$	3,000.00			
5	Sewer, Rem, Less than 24 inch	100	FT	10.00	\$	1,000.00			
6	Curb and Gutter, Rem	3,190	FT	10.75	\$	34,292.50			
7	Masonry and Conc Structure, Rem	35	CYD	150.00	\$	5,250.00			
8	Pavt, Rem	3,900	SYD	10.60	\$	41,340.00			
9	Sidewalk, Rem	1,800	SYD	8.90	\$	16,020.00			
10	Landscape Bed, Rem	50	SYD	75.00	\$	3,750.00			
11	Light Pole, Rem	3	EA	202.50	\$	607.50			
12	Subgrade Undercutting, Type II	1,000	CYD	8.00	\$	8,000.00			
13	Site Grading	1	LSUM	100,000.00	\$	100,000.00			
14	Erosion Control, Inlet Protection, Fabric Drop	17	EA	75.00	\$	1,275.00			
15	Erosion Control, Silt Fence	400	FT	1.00	\$	400.00			
16	Aggregate Base, 21AA, 12 inch	135	SYD	31.00	\$	4,185.00			
17	Aggregate Base, 21AA, 16 inch	650	SYD	34.00	\$	22,100.00			
18	Aggregate Base, 21AA, 6 inch	210	SYD	22.00	\$	4,620.00			
19	Aggregate Base, 21AA, 8 inch	3,935	SYD	14.90	\$	58,631.50			
20	Sewer, CI E, 12 inch, Tr Det B	735	FT	56.00	\$	41,160.00			
21	Dr Structure Cover, Adj, Case 1	9	EA	550.00	\$	4,950.00			
22	Dr Structure Cover, Type B	6	EA	600.00	\$	3,600.00			
23	Dr Structure Cover, Type D	1	EA	800.00	\$	800.00			
24	Dr Structure Cover, Type K	17	EA	850.00	\$	14,450.00			

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**W** (269) 673-8465 ■ 264 WESTERN AVENUE, ALLEGAN, MI  
 (269) 927-0100 ■ 2303 PIPESTONE ROAD, BENTON HARBOR, MI  
 (269) 327-3532 ■ 9835 PORTAGE ROAD, PORTAGE, MI

WWW.WIGHTMAN-ASSOC.COM

No.	Description	Qty.	Unit	Nothorn Construction Services,					
				Unit Price	Total				
25	Dr Structure Cover, Type Q	1	EA	600.00	\$ 600.00				
26	Dr Structure, 24 inch dia	7	EA	1,100.00	\$ 7,700.00				
27	Dr Structure, 48 inch dia	7	EA	1,850.00	\$ 12,950.00				
28	Dr Structure, 60 inch dia	1	EA	2,470.00	\$ 2,470.00				
29	Dr Structure, 72 inch dia	1	EA	3,650.00	\$ 3,650.00				
30	Dr Structure Cover, ADA Compliant	2	EA	900.00	\$ 1,800.00				
31	Underdrain, Subgrade, 6 inch	215	FT	10.00	\$ 2,150.00				
32	Underdrain, Outlet, 6 inch	6	FT	20.00	\$ 120.00				
33	Cold Milling HMA Surface	1,050	SYD	4.00	\$ 4,200.00				
34	HMA Surface, Rem	7,100	SYD	4.50	\$ 31,950.00				
35	Hand Patching	75	TON	140.00	\$ 10,500.00				
36	HMA, 3C	765	TON	125.00	\$ 95,625.00				
37	HMA, 36A	490	TON	135.00	\$ 66,150.00				
38	Conc Base Cse, Nonreinf, 6 inch	180	SYD	29.00	\$ 5,220.00				
39	Conc Base Cse, Nonreinf, 6 inch, Modified	210	SYD	45.00	\$ 9,450.00				
40	Cement	2	TON	260.00	\$ 520.00				
41	Driveway, Nonreinf Conc, 6 inch	105	SYD	54.00	\$ 5,670.00				
42	Curb, Conc, Det E2	155	FT	25.00	\$ 3,875.00				
43	Curb and Gutter, Conc, Det C2	2,440	FT	22.00	\$ 53,680.00				
44	Curb and Gutter, Conc, Det C4	1,810	FT	23.00	\$ 41,630.00				
45	Driveway Opening, Conc, Det M	255	FT	23.00	\$ 5,865.00				
46	Band, Conc	570	FT	34.00	\$ 19,380.00				
47	Detectable Warning Surface	305	FT	26.00	\$ 7,930.00				
48	Sidewalk Ramp, Conc, 6 inch	2,235	SFT	5.00	\$ 11,175.00				
49	Sidewalk, Conc, 4 inch	22,330	SFT	4.70	\$ 104,951.00				
50	Clay Paver, 2 1/4 inch	3,050	SFT	10.00	\$ 30,500.00				
51	Clay Paver, 2 3/4 inch	5,720	SFT	10.50	\$ 60,060.00				
52	Post, Steel, 3lb	75	FT	5.50	\$ 412.50				
53	Sign, Type III, Ercet, Salv	3	EA	25.00	\$ 75.00				
54	Sign, Type III, Rem	21	EA	25.00	\$ 525.00				

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No.	Description	Qty.	Unit	Nothern Construction Services,					
				Unit Price	Total				
55	Sign, Type IIIA	25	SFT	13.00	\$	325.00			
56	Decorative Stop Sign	5	EA	2,532.30	\$	12,661.50			
57	Goerlich Wall	1	EA	60,000.00	\$	60,000.00			
58	Large Marker	1	EA	17,000.00	\$	17,000.00			
59	Panel Wall	1	EA	7,000.00	\$	7,000.00			
60	Panel Wall with Large Marker	1	EA	32,000.00	\$	32,000.00			
61	Seat Wall	1	EA	14,750.00	\$	14,750.00			
62	Small Marker	2	EA	9,000.00	\$	18,000.00			
63	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	255	FT	7.00	\$	1,785.00			
64	Pavt Mrkg, Polyurea, Accessible Symbol	3	EA	120.00	\$	360.00			
65	Pavt Mrkg, Waterbone, for Rest Areas, Parks & Lots, 4 inch, Blue	150	FT	1.85	\$	277.50			
66	Pavt Mrkg, Waterbone, for Rest Areas, Parks & Lots, 4 inch, White	200	FT	1.65	\$	330.00			
67	Pavt Mrkg, Waterbone, for Rest Areas, Parks & Lots, 4 inch, Yellow	960	FT	1.65	\$	1,584.00			
68	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	23	EA	125.00	\$	2,875.00			
69	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	23	EA	1.00	\$	23.00			
70	Channelizing Device, 42 inch, Furn	75	EA	13.50	\$	1,012.50			
71	Channelizing Device, 42 inch, Oper	75	EA	1.00	\$	75.00			
72	Dust Palliative, Applied	2	TON	500.00	\$	1,000.00			
73	Lighted Arrow, Type C, Furn	2	EA	530.00	\$	1,060.00			
74	Lighted Arrow, Type C, Oper	2	EA	1.00	\$	2.00			
75	Minor Traf Devices	1	LSUM	5,800.00	\$	5,800.00			
76	Pavt Mrkg Cover, Type R, Black	600	FT	2.25	\$	1,350.00			
77	Plastic Drum, High Intensity, Furn	75	EA	25.00	\$	1,875.00			
78	Plastic Drum, High Intensity, Oper	75	EA	1.00	\$	75.00			
79	Sign, Type B, Temp, Prismatic, Furn	1,005	SFT	3.75	\$	3,768.75			

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No.	Description	Qty.	Unit	Nothorn Construction Services,					
				Unit Price	Total				
80	Sign, Type B, Temp, Prismatic, Oper	1,005	SFT	0.25	\$	251.25			
81	Traf Regulator Control	1	LSUM	500.00	\$	500.00			
82	Watering and Cultivating, First Season, Min	1	LSUM	4,800.00	\$	4,800.00			
83	Acer Miyabei 'Morton', 3 inch	2	EA	450.00	\$	900.00			
84	Acer X Freemanii 'Autumn Blaze', 3 inch	12	EA	400.00	\$	4,800.00			
85	Allium Tanguticum 'Summer Beauty', #1	9	EA	14.00	\$	126.00			
86	Aronia Melanocarpa 'Morton', #5	12	EA	46.00	\$	552.00			
87	Calamagrostis Acutiflora 'Karl Foerster', #3	28	EA	33.00	\$	924.00			
88	Calamagrostis Arundinacea Brachytricha, #3	22	EA	33.00	\$	726.00			
89	Calamintha Nepeta Ssp. Nepeta, #1	27	EA	14.00	\$	378.00			
90	Carex Pensylvanica, #1	39	EA	14.00	\$	546.00			
91	Coreopsis Verticillata 'Zagreb', #1	3	EA	14.00	\$	42.00			
92	Cornus Mas 'Golden Glory', 8 foot	3	EA	380.00	\$	1,140.00			
93	Cornus Rutger 'Celestial', 8 foot	3	EA	450.00	\$	1,350.00			
94	Cornus Rutgers 'Stellar Pink', 8 foot	3	EA	450.00	\$	1,350.00			
95	Cornus Saturn, 8 foot	3	EA	425.00	\$	1,275.00			
96	Diervilla 'G2X882544', #5	18	EA	48.00	\$	864.00			
97	Diervilla Rivularis 'SMDNDRSF', #5	13	EA	48.00	\$	624.00			
98	Echinacea Purpurea 'Pixie Meadowbrite', #1	3	EA	12.00	\$	36.00			
99	Hermerocallis Species Mix, #1	114	EA	12.00	\$	1,368.00			
100	Heuchera Mix, #1	23	EA	12.00	\$	276.00			
101	Hosta 'June', #1	17	EA	12.00	\$	204.00			
102	Hydrangea Quercifolia 'Munchkin', #5	7	EA	52.00	\$	364.00			
103	Itea Virginica Sprich, #5	23	EA	42.00	\$	966.00			
104	Juniperus Chinensis 'Gold lace', #5	9	EA	39.00	\$	351.00			
105	Juniperus Chinensis 'Kallay's Compact', #5	37	EA	41.00	\$	1,517.00			
106	Juniperus Chinensis 'Sea Green', #5	7	EA	35.00	\$	245.00			
107	Miscanthus Sinensis 'Adagio', #1	53	EA	14.50	\$	768.50			
108	Miscanthus Sinensis "Gracillimus", #1	13	EA	14.50	\$	188.50			
109	Monardo Didyma 'Coral Reef', #1	5	EA	12.00	\$	60.00			

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No.	Description	Qty.	Unit	Nothorn Construction Services,					
				Unit Price	Total				
110	Nepeta X Faassenii 'Walkers Low', #1	106	EA	10.00	\$ 1,060.00				
111	Panicum Virgatum 'Prairie Fire', #1	14	EA	14.50	\$ 203.00				
112	Pennisetum Alopecuroides 'Red Head', #1	13	EA	14.00	\$ 182.00				
113	Perovskia Atriplicifolia 'Little Spire', #1	20	EA	12.00	\$ 240.00				
114	Pyrus Calleryana 'Chanticleer', 3 inch	10	EA	350.00	\$ 3,500.00				
115	Quercus X Warei 'Long', 3 inch	4	EA	450.00	\$ 1,800.00				
116	Rhus Aromatica 'Gro-Low', #5	21	EA	39.00	\$ 819.00				
117	Rosa X 'Red Knock Out', #5	72	EA	45.00	\$ 3,240.00				
118	Rudbeckia Fulgida 'Blovi', #1	13	EA	14.00	\$ 182.00				
119	Rudbecki Fulgida 'Goldsturm', #1	3	EA	10.00	\$ 30.00				
120	Syringa Reticulata 'Ivory Silk', 2 inch	2	EA	295.00	\$ 590.00				
121	Syringa X 'Penda', #5	4	EA	55.00	\$ 220.00				
122	Taxus X Media 'Densiformis', #5	5	EA	50.00	\$ 250.00				
123	Thuja Occidentalis 'Smaragd', #5	26	EA	58.00	\$ 1,508.00				
124	Tilia Americana 'Sentry', 3 inch	7	EA	450.00	\$ 3,150.00				
125	Viburnum Dentatum 'Rastzam', #5	14	EA	58.00	\$ 812.00				
126	Slop Restoration, Type A	4,800	SYD	2.80	\$ 13,440.00				
127	Event Panel	2	EA	1,050.00	\$ 2,100.00				
128	Street Light Foundation	23	EA	791.50	\$ 18,204.50				
129	Street Light A, Furnished	2	EA	5,050.50	\$ 10,101.00				
130	Street Light B, Furnished	2	EA	5,241.60	\$ 10,483.20				
131	Street Light C, Furnished	5	EA	3,623.55	\$ 18,117.75				
132	Street Light D, Furnished	2	EA	3,623.55	\$ 7,247.10				
133	Street Light E, Furnished	13	EA	3,632.05	\$ 47,216.65				
134	Street Light F, Furnished	3	EA	3,632.05	\$ 10,896.15				
135	Street Light A, Installed	2	EA	270.00	\$ 540.00				
136	Street Light B, Installed	2	EA	270.00	\$ 540.00				
137	Street Light C, Installed	5	EA	270.00	\$ 1,350.00				
138	Street Light D, Installed	2	EA	270.00	\$ 540.00				
139	Street Light E, Installed	13	EA	270.00	\$ 3,510.00				

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No.	Description	Qty.	Unit	Nothern Construction Services,					
				Unit Price	Total				
140	Street Light F, Installed	3	EA	270.00	\$ 810.00				
141	Site Electrical	1	LSUM	57,000.00	\$ 57,000.00				
142	Copper Water Service Pipe, 1 inch	250	FT	19.00	\$ 4,750.00				
143	New Water Servie Connection, 1 inch	1	EA	1,500.00	\$ 1,500.00				
144	Water Shutoff, Adj, Modified	10	EA	300.00	\$ 3,000.00				
145	Site Preparation	700	SYD	32.60	\$ 22,820.00				
146	Bench	7	EA	1,700.00	\$ 11,900.00				
147	Bike Rack	1	EA	700.00	\$ 700.00				
148	Litter Receptacle	5	EA	1,500.00	\$ 7,500.00				
149	Planter	14	EA	1,200.00	\$ 16,800.00				
150	Tree Grate	11	EA	3,000.00	\$ 33,000.00				
151	Band, Conc Anchor	35	FT	40.00	\$ 1,400.00				
152	Railroad Coordination	1	Allow	10,000.00	\$ 10,000.00				
<b>Base Bid Total</b>					<b>\$ 1,595,948.85</b>				

**CITY OF DOWAGIAC**

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

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

**DATE:** July 8, 2016

**SUBJECT:** Division Street Corridor Financing

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Over the past 2 years, the City of Dowagiac has been working with Wightman and Associates, Inc. to develop the vision Council has had for the grand entrance into town on Division Street. Concurrently, property has been obtained and blighted buildings were razed in preparation for the development. All property on the development path has been secured, construction bids have been secured, and financing bids have been received.

On the February 22, 2016 Council meeting, the intent to borrow was approved by Council to move the project forward. Myself and other City Staff followed up on that action and have worked with our Bond Counsel and Baird & Co. to secure bids to finance this investment in the City's primary transportation corridor. The next step for this project is to approve the financing to the low bidder. There were four bidders on this bond and the results are summarized as follows:

**Bid Summary**

**City of Dowagiac  
General Obligation Limited Tax Bonds, Series 2016  
July 8, 2016**

	<b><u>CFC Capital</u></b>	<b><u>BB &amp; T</u></b>	<b><u>Huntington</u></b>	<b><u>FirstMerit</u></b>
2017	0.75%	1.88%	2.12%	2.50%
2018	0.95%	1.88%	2.12%	2.50%
2019	1.15%	1.88%	2.12%	2.50%
2020	1.30%	1.88%	2.12%	2.50%
2021	1.45%	1.88%	2.12%	2.50%
2022	1.60%	1.88%	2.12%	2.50%
2023	1.80%	1.88%	2.12%	2.50%
2024	2.00%	1.88%	2.12%	2.50%
2025	2.10%	1.88%	2.12%	2.50%
2026	2.20%	1.88%	2.12%	2.50%

<b>TIC</b>	<b>1.84%</b>	<b>1.94%</b>	<b>2.12%</b>	<b>2.50%</b>
Expenses	\$750 Annualized paying agent fee	NTE \$6,000	n/a	n/a

There will be semi-annual interest payments due in February and August and annual principal payments in August. The first coupon payment date is February 2017 and these payments will continue for ten years through August 2026.

Attached please find the details of the July 8, 2016 proposal including payback schedules.

I'm appreciative that two local banks responded to our RFP, and that the best bid came from one of the local banks, CFC Capital (Chemical Bank).

RECOMMENDATION

Approve resolution, the last of the resolutions, necessary to authorize issuance of General Obligation Limited Tax Bonds, Series 2016.

Support Documents:  
 Cover Memo-City Mgr.  
 Resolution  
 Bond Outline

**CITY OF DOWAGIAC  
(Cass County, Michigan)**

**Resolution No. \_\_\_\_\_**

**RESOLUTION TO AUTHORIZE ISSUANCE OF  
GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2016**

Minutes of a regular meeting of the City Council of the City of Dowagiac, Cass County, Michigan, held in the City Hall, 241 South Front Street, Dowagiac, Michigan, on July 11, 2016, at 7:00 p.m., local time.

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

WHEREAS, pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), the City of Dowagiac (the “City”) has the authority to issue bonds to pay the costs of any capital improvement items; and

WHEREAS, the City desires to design, acquire, and construct certain capital improvements, including, but not limited to, public facilities along the Division Street corridor, the demolition of existing structures and facilities; construction of parking and parking lots; relocation and improvement of public utilities, including water, electric, sanitary sewer and storm sewer; realignment and improvement of streets and roads, landscaping and streetscaping improvements; the construction and improvement of park and park facilities; the restoration of streets; rights of way and easements, together with all related work, facilities, site work and appurtenances, and all work necessary and incidental to these improvements (the “Improvements”); and

WHEREAS, the Improvements will enable the City to provide more efficient and better quality public services to City residents; and

WHEREAS, to finance the cost of making the Improvements the City Council deems it necessary to borrow the sum of not to exceed \$2,000,000 and to issue its General Obligation Limited Tax Bonds, Series 2016 therefor pursuant to the provisions of Act 34.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. NECESSITY. It is necessary for the public health, safety, and welfare of the City to make the Improvements and issue bonds of the City, pursuant to Act 34, to finance the Improvements.

2. ESTIMATED COST - PERIOD OF USEFULNESS. The total cost of the Improvements, including the payment of architect's fees, legal and financial expenses and other expenses incident to the financing of the Improvements, which is estimated to not exceed \$2,000,000, is hereby approved and confirmed, and the estimated period of usefulness of the Improvements is determined to be in excess of eleven (11) years.

3. ISSUANCE OF BONDS. To defray the cost of the Improvements, including legal, engineering, financial and other expenses, the City shall issue its bonds known as General Obligation Limited Tax Bonds, Series 2016 (the "Bonds") in the aggregate principal amount of not to exceed \$2,000,000, as finally determined by the Authorized Officer (defined below) in an order signed by the Authorized Officer (the "Sale Order"). The balance of the cost of the Improvements, if any, shall be paid by grants or funds appropriated by the City.

4. BOND TERMS. The Bonds shall be issued in fully registered form as to both principal and interest, in minimum denominations of \$100,000 each, or any multiple of \$1,000 above that amount, or such other denominations determined by the Authorized Officer in the Sale Order ("Authorized Denominations"). The Bonds shall be numbered consecutively in the order of their registration, shall be dated the date of delivery or such other date approved by the Authorized Officer in the Sale Order, and shall be payable serially or as term bonds on August 1 as determined by the Authorized Officer in the Sale Order, provided the final maturity shall be no later than eleven years from the date of issuance of the Bonds. The Bonds shall bear interest at a rate or rates not exceeding five percent (5%) per annum as determined by the Authorized

Officer, payable semiannually on the first (1<sup>st</sup>) day of February and August of each year, commencing February 1, 2017, or such other date as determined by the Authorized Officer in the Sale Order. The Authorized Officer may alter the bond terms within the parameters of this resolution as hereafter provided.

5. CAPITALIZED INTEREST. The Authorized Officer shall have the authority to determine that up to two years of interest on the Bonds be capitalized.

6. PAYMENT OF PRINCIPAL AND INTEREST. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America to the person appearing on the Bond registration books as the registered owner thereof. Payment of principal on the Bonds shall be made at the principal office of the Paying Agent (defined below), upon surrender of the Bonds. Payment of interest on the Bonds shall be paid to the registered owner at the address as it appears on the registration books as of the determination date. Initially, the determination date shall be the date as of the fifteenth (15<sup>th</sup>) day of the month prior to the payment date for each interest payment; however, the determination date may be changed by the City to conform to market practice.

7. PLEDGE OF FULL FAITH AND CREDIT, GENERAL OBLIGATION. The City hereby pledges its limited tax, full faith and credit, general obligation for the prompt payment of the principal of and interest on the Bonds as and when due. In the event there are insufficient moneys for the payment of principal of and interest on the Bonds, the City shall levy a tax on all taxable property in the City for the prompt payment of principal and interest on the Bonds, which tax shall be limited as to rate and amount by applicable constitutional, statutory and charter limitations on the taxing power of the City.

8. PRIOR REDEMPTION.

(a) Mandatory Redemption. Principal designated as a term bond maturity shall be subject to mandatory redemption, in whole or in part, by lot, at par plus accrued interest, on the redemption dates and in the amounts determined by the Authorized Officer. When term bonds are purchased by the City and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term bonds affected shall be reduced by the principal amount of the Bonds so redeemed in the order determined by the City.

(b) Optional Redemption. The Bonds shall be subject to redemption prior to maturity as determined by the Authorized Officer at the time of sale.

(c) Notice of Redemption. Notice of redemption of Bonds shall be given by mail to the Registered Owners of the Bonds to be redeemed not less than thirty (30) days prior to the date fixed for redemption, addressed to the Registered Owner at the registered address shown on the registration books of the City maintained by the Paying Agent. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem the same. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of the Depository Trust Company, New York, New York (“DTC”), and only Cede & Co. will be deemed to be a holder of the Bonds.

9. PAYING AGENT AND REGISTRATION.

(a) Appointment of Paying Agent. From time to time the Authorized Officer is authorized designate and appoint a paying agent, transfer agent and bond registrar (the “Paying Agent”) and to remove the Paying Agent and appoint a successor Paying Agent. The initial

Paying Agent shall be designated by the Authorized Officer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bonds.

(b) Book Entry Eligible. At the option of the initial purchaser of the Bonds, the Bonds may be issued initially in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for DTC. DTC will act as securities depository for the Bonds, purchase of the Bonds will be made in book-entry-only form, in Authorized Denominations, and purchasers will not receive certificates representing their interest in Bonds purchased. Payment of principal and interest will be made by the Paying Agent to DTC. While the Bonds are held in book-entry-only form, then the Bonds shall be transferred in accordance with the procedures established by DTC. So long as the Bonds are registered to DTC or another bond depository, the Paying Agent or bond registrar shall have no responsibility with respect to such transfers. The Authorized Officer shall have the authority from time to time to appoint a successor depository trustee to serve in the place of DTC. While the Bonds are issued in book-entry-only form the Paying Agent shall serve as paying agent only.

(c) Discontinuance of Book-Entry-Only. In the event the book-entry-only system is not selected or is discontinued, the following provisions would apply to the Bonds. Registration of the Bonds shall be recorded in the registration books of the City to be kept by the Paying Agent. Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or his legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in Authorized Denominations or any

permitted multiple thereof, in the same aggregate principal amount as the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond to the extent of such payment. No Bond shall be transferred less than twenty (20) days prior to an interest payment date nor after the Bond has been called for redemption. So long as the Bonds are registered to DTC or another bond depository, the Paying Agent, acting as bond registrar, shall have no responsibility with respect to such transfers.

10. BOND FORM. The Bonds shall be substantially in the form attached hereto as Exhibit A, and incorporated herein, with such changes as are recommended by the City's Bond Counsel and approved by the officers of the City signing the Bonds whose signature thereon shall be conclusive evidence of such approval.

11. EXECUTION OF BONDS. The Mayor or the Mayor Pro Tem and the Clerk or the Deputy Clerk of the City are hereby authorized and directed to sign the Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Bonds shall be delivered to the purchaser thereof upon receipt of the purchase price.

12. BONDS MUTILATED, LOST OR DESTROYED. If any Bond shall become mutilated, the City, at the expense of the holder of the Bond, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this Resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft

may be submitted to the Paying Agent and, if this evidence is satisfactory to both the City and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the City, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of Michigan, 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

13. BOND PAYMENT FUND. For payment of principal of and interest on the Bonds, there shall be established and maintained a debt service fund for the Bonds (the “Bond Payment Fund”). The accrued interest, if any, and capitalized interest, if any, received at the time of delivery of the Bonds shall be placed into the Bond Payment Fund. The City shall budget annually a sufficient amount to pay the annual principal of and interest on the Bonds and deposit such amount in the Bond Payment Fund as needed to make payments of principal and interest as they become due. Moneys in the Bond Payment Fund shall be expended solely for payment of principal and interest on the Bonds that first come due. Any monies remaining in the Bond Payment Fund after the annual payments of principal of and interest on the Bonds shall be transferred to the General Fund and shall no longer be pledged hereunder.

14. CONSTRUCTION FUND. Prior to delivery and sale of the Bonds, there shall be established a construction fund (the “Construction Fund”). After deducting the sums that are required to be deposited in the Bond Payment Fund, the balance of the proceeds of the Bonds shall be deposited into the Construction Fund. The moneys on deposit in the Construction Fund from time to time shall be used solely for the purpose for which the Bonds were issued. Any

unexpended balance shall be used for such purposes as allowed by law. Any monies remaining in the Construction Fund after payment of all such costs shall be transferred to the Bond Payment Fund. After completion of the Improvements and disposition of any remaining Bond proceeds, pursuant to the provisions of this Section, the Construction Fund shall be closed.

15. INVESTMENT OF FUNDS. Moneys in the funds and accounts established herein may be invested by the City as allowed by law subject to the limitations imposed by arbitrage regulations and Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”).

16. DEPOSITORY AND FUNDS ON HAND. Monies in the several funds and accounts maintained pursuant to this Resolution may be kept in one or more accounts at financial institutions designated by resolution of the City, and if kept in one account, the monies shall be allocated on the books and records of the City in the manner and at the times provided in this Resolution.

17. ADDITIONAL BONDS. In accordance with the provisions of Act 34, the City reserves the right to issue additional bonds, which shall be of equal standing and priority with the Bonds.

18. CONTRACT WITH BONDHOLDERS. The provisions of this Resolution shall constitute a contract between the City and the holder or holders of the Bonds from time to time and after the issuance of any of such Bonds, no change, variation or alteration of the provisions of this Resolution may be made that would lessen the security for the Bonds. The provisions of this Resolution shall be enforceable by appropriate proceedings taken by such holder or holders, either at law or in equity.

19. SALE OF BONDS. The City has caused to be circulated a request for proposals to purchase the Bonds and the Authorized Officer is authorized to select the financial institution to whom the Bonds will be sold and negotiate the sale of the Bonds to such financial institutions as the Authorized Officer shall determine. The City determines that a negotiated sale is in the best interest of the City because its relationships with local banking institutions may provide a low interest rate while also saving on the costs of issuance for the Bonds and will provide flexibility to respond to market conditions.

The Authorized Officer shall have the authority to determine to sell the Bonds at a public sale. In the event the Authorized officer determines to sell the Bonds at a public sale, the Authorized Officer shall set the date and time for sale of the Bonds, which date shall be at least seven (7) days after the publication of the official notice of sale and the Authorized Officer shall cause notice of the sale of the Bonds to be published in *The Bond Buyer*, which notice shall be in such form as the Authorized Officer shall determine.

The Bonds shall not be sold at a price that would make the interest cost on the money borrowed, after deducting any premium or adding any discount, exceed five percent (5%) per annum or at a price less than 98% of their value.

20. AUTHORIZED OFFICER. Notwithstanding any other provision of this Resolution, the Mayor and the City Manager of the City, or either one of them acting alone (the “Authorized Officer”), are authorized within the limitations of this Resolution to determine the title of the Bonds, the interest rate or rates (not to exceed 5%), maximum interest rate, amount of discount (not to exceed 2%) or premium, amount of maturities, principal amount (not to exceed the principal amount stated in this Resolution), amount of good faith deposit, if any, denominations, dates of issuance, dates of maturities (with the final maturity no later than eleven

years after the date of issuance of the Bonds), interest payment dates, optional and mandatory redemption rights, and term bond options.

The Authorized Officer is hereby authorized for and on behalf of the City, without further City Council approval, to: (a) approve the circulation of a preliminary and a final Official Statement describing the Bonds if the Authorized Officer deems advisable; (b) to negotiate and complete the sale of the Bonds to a financial institution selected by the Authorized Officer or to award the bid for the sale of the Bonds if the Bonds are sold at a public sale; (c) purchase municipal bond insurance, if considered necessary, as additional security for the bondholders; (d) apply to rating agencies for a rating on the Bonds; (e) enter into a continuing disclosure undertaking, in accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, if deemed advisable; (f) to hire such professionals as the Authorized Officer determines may be required for the sale of the Bonds, including, but not limited to a placement agent or a financial advisor; and (g) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds.

Approval by the City of the matters delegated in this section or any other sections may be evidenced by execution or approval of such documents by the Authorized Officer. The Authorized Officer, together with the Clerk, the Treasurer and the Finance Director or any one or more of them, are authorized to execute any documents or certificates necessary to complete the transaction, including, but not limited to, any applications including applications to the Michigan Department of Treasury and any applications for waivers the Authorized Officer determines to be necessary, including the submission of any supporting or related documents, any certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules or regulations.

21. QUALIFIED TAX-EXEMPT OBLIGATION. The City reasonably anticipates that the amount of qualified tax-exempt obligations that will be issued by the City and all subordinate entities during the calendar year 2016 shall not exceed \$10,000,000. The City hereby designates the Bonds, in their total principal amount, as qualified tax-exempt obligations for purposes of Section 265(b)(3)(B) of the Code.

22. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this Resolution shall be defeased and the owners of the Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

23. TAX COVENANT. The City covenants to comply with all requirements of the Code necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes.

24. MUNICIPAL BOND INSURANCE. The Authorized Officer is hereby authorized to acquire municipal bond insurance to enhance the marketability of the Bonds. If the City acquires municipal bond insurance from a municipal bond insurer (the “Insurer”), the Authorized Officer, the Clerk, the Treasurer and the Finance Director or any one of them, are hereby authorized to take all actions, including the payment of membership fees of a mutual insurance company, and to execute any documents, certificates, orders, applications, agreements,

conditions, covenants or other instruments necessary to effectuate the issuance of the policy of bond insurance, including, but not limited to the execution of an order or agreement containing such provisions as the Insurer may require with respect to the insurance and the Insurer, which shall be binding on the City in the same manner as if contained herein.

25. BOND COUNSEL. The firm of Dickinson Wright PLLC is hereby employed as bond counsel to the City for the issuance of the Bonds.

26. RESOLUTION SUBJECT TO MICHIGAN LAW. The provisions of this Resolution are subject to the laws of the State of Michigan.

27. SECTION HEADINGS. The section headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

28. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

29. CONFLICT. Except as provided above, all resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed; provided, that the foregoing shall not operate to repeal any provision thereof, the repeal of which would impair the obligation on the Bonds.

30. EFFECTIVE DATE OF RESOLUTION. This Resolution is determined by the City Council to be immediately necessary for the preservation of the peace, health and safety of the City and shall be in full force and effect from and after its passage.

YEAS: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

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

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF CASS        )

I, Jane P. Wilson, the duly qualified and acting Clerk of the City of Dowagiac, Cass County, Michigan (the "City"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on July 11, 2016, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: July 11, 2016

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

**EXHIBIT A**

No. \_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF CASS**

**CITY OF DOWAGIAC**

**GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2016**

<b>Interest Rate</b>	<b>Date of Maturity</b>	<b>Date of Original Issue</b>	<b>[CUSIP No.]</b>
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Registered Owner:

Principal Amount:

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The City of Dowagiac, Cass County, Michigan (the "City"), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, on the first day of February and August of each year beginning February 1, 2017, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

This Bond is one of a total authorized issue of bonds of even date and like tenor except as to date of maturity, amount and rate of interest, numbered in order of registration, aggregating the principal sum of \$\_\_\_\_\_ issued in accordance with the provisions of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), and a resolution adopted by the City Council on July 11, 2016, for the purpose of paying the cost to design, acquire and construct certain capital improvements, including, but not limited to, street construction and reconstruction, including, but not limited to, public facilities along the Division Street corridor, the demolition of existing

structures and facilities; construction of parking and parking lots; relocation and improvement of public utilities, including water, electric, sanitary sewer and storm sewer; realignment and improvement of streets and roads, landscaping and streetscaping improvements; the construction and improvement of park and park facilities; the restoration of streets; rights of way and easements, together with all related work, facilities, site work and appurtenances, and all work necessary and incidental to these improvements.

The City has pledged the limited tax, full faith, credit and resources of the City for the prompt payment of the principal of and interest on the Bonds, in which event the City may levy a tax on all taxable property in the City for the payment of principal and interest on the Bonds, which tax shall be limited as to rate and amount by applicable constitutional, statutory and charter limitations on the taxing power of the City. The City reserves the right to issue additional bonds in accordance with the provisions of Act 34 that shall be of equal standing and priority with the Bonds.

Principal of this Bond is payable at the principal office of \_\_\_\_\_, or such other Paying Agent as the City may hereafter designate (the "Paying Agent") by notice mailed to the Registered Owner not less than sixty (60) days prior to the next interest payment date. Interest on this Bond is payable to the Registered Owner of record as of the fifteenth (15<sup>th</sup>) day of the month preceding the payment date as shown on the registration books of the City maintained by the Paying Agent, by check or draft mailed to the Registered Owner at the registered address.

Bonds or portions of Bonds maturing on \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity in part, by lot, on each \_\_\_\_\_ 1, commencing \_\_\_\_\_ and will be redeemed at the par value thereof plus accrued interest to the redemption date on \_\_\_\_\_ 1 of each of the following years in the amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
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Term Bonds maturing on \_\_\_\_\_ 1, \_\_\_\_\_, purchased by the City and delivered to the Paying Agent for cancellation or that are redeemed in a manner other than by mandatory redemption, shall reduce the principal amount of the Term Bonds subject to mandatory redemption by the amount of the Bonds so redeemed, in the order determined by the City.

The Bonds shall not be subject to optional redemption prior to maturity.

Notice of the call of any Bonds for redemption shall be given by first class mail not less than thirty (30) days prior to the date fixed for redemption, to the Registered Owner at the registered address. Bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem such Bonds. Bonds shall be called for redemption in multiples of \$1,000, and Bonds of denominations of more than \$1,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the Bond by \$1,000, and such Bonds may be redeemed in part. The notice of

redemption of Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed, a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of The Depository Trust Company, a New York corporation, only, and only Cede & Co. will be deemed to be a holder of the Bonds.

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon, and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and at his sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

The City has designated the Bonds of this series as “qualified tax exempt obligations” for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the City including this Bond, does not exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the City of Dowagiac, Cass County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and its Clerk, all as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Donald D. Lyons, Mayor

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Jane P. Wilson, Clerk  
City of Dowagiac

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This Bond is one of the City of Dowagiac \$\_\_\_\_\_ General Obligation Limited Tax Bonds, Series 2016, and has been registered in the name of the Registered Owner designated on the face thereof in the bond register maintained for the City.

\_\_\_\_\_

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

\_\_\_\_\_ As Paying Agent/Bond Registrar/Transfer Agent

**[WRONGFUL USE OF CERTIFICATE (IF DTC)]**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_

(please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

In the presence of: \_\_\_\_\_

\_\_\_\_\_

**Notice:** The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his Village to act must accompany the bond.

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

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

**Bid Summary**

**City of Dowagiac  
General Obligation Limited Tax Bonds, Series 2016  
July 8, 2016**

	<b><u>CFC Capital</u></b>	<b><u>BB &amp; T</u></b>	<b><u>Huntington</u></b>	<b><u>FirstMerit</u></b>
2017	0.75%	1.88%	2.12%	2.50%
2018	0.95%	1.88%	2.12%	2.50%
2019	1.15%	1.88%	2.12%	2.50%
2020	1.30%	1.88%	2.12%	2.50%
2021	1.45%	1.88%	2.12%	2.50%
2022	1.60%	1.88%	2.12%	2.50%
2023	1.80%	1.88%	2.12%	2.50%
2024	2.00%	1.88%	2.12%	2.50%
2025	2.10%	1.88%	2.12%	2.50%
2026	2.20%	1.88%	2.12%	2.50%
<b>TIC</b>	<b>1.84%</b>	<b>1.94%</b>	<b>2.12%</b>	<b>2.50%</b>
Expenses	\$750 Annualized paying agent fee	NTE \$6,000	n/a	n/a



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City of Dowagiac, Michigan  
General Obligation Limited Tax Bonds, Series 2016  
Proposed Purchaser :: CFC Capital  
Date of Proposal :: July 8, 2016

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SOURCES AND USES OF FUNDS

City of Dowagiac, Michigan  
General Obligation Limited Tax Bonds, Series 2016  
Proposed Purchaser :: CFC Capital  
Date of Proposal :: July 8, 2016

Dated Date           08/24/2016  
Delivery Date       08/24/2016

Sources:

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Bond Proceeds:	
Par Amount	2,000,000.00
	<hr/>
	2,000,000.00

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Uses:

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Project Fund Deposits:	
Deposit to the Project Fund	1,979,850.00
Cost of Issuance:	
Bond Counsel	15,000.00
Placement Agent	2,500.00
Paying Agent	750.00
MAC Fee	400.00
Treasury, Publications, Miscellaneous	1,500.00
	<hr/>
	20,150.00
	<hr/>
	2,000,000.00

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BOND PRICING

City of Dowagiac, Michigan  
General Obligation Limited Tax Bonds, Series 2016  
Proposed Purchaser :: CFC Capital  
Date of Proposal :: July 8, 2016

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds Through 2026:					
	08/01/2017	190,000	0.750%	0.750%	100.000
	08/01/2018	190,000	0.950%	0.950%	100.000
	08/01/2019	195,000	1.150%	1.150%	100.000
	08/01/2020	195,000	1.300%	1.300%	100.000
	08/01/2021	195,000	1.450%	1.450%	100.000
	08/01/2022	200,000	1.600%	1.600%	100.000
	08/01/2023	205,000	1.800%	1.800%	100.000
	08/01/2024	205,000	2.000%	2.000%	100.000
	08/01/2025	210,000	2.100%	2.100%	100.000
	08/01/2026	215,000	2.200%	2.200%	100.000
		2,000,000			

Dated Date	08/24/2016	
Delivery Date	08/24/2016	
First Coupon	02/01/2017	
Par Amount	2,000,000.00	
Original Issue Discount		
Production	2,000,000.00	100.000000%
Underwriter's Discount		
Purchase Price	2,000,000.00	100.000000%
Accrued Interest		
Net Proceeds	2,000,000.00	

**BOND SUMMARY STATISTICS**

City of Dowagiac, Michigan  
 General Obligation Limited Tax Bonds, Series 2016  
 Proposed Purchaser :: CFC Capital  
 Date of Proposal :: July 8, 2016

Dated Date	08/24/2016
Delivery Date	08/24/2016
Last Maturity	08/01/2026
Arbitrage Yield	1.784131%
True Interest Cost (TIC)	1.843414%
Net Interest Cost (NIC)	1.792175%
NIC w/Interest only	1.792175%
NIC w/Interest & OID	1.792175%
NIC w/Interest, OID & Und. Discount	1.792175%
All-In TIC	2.038187%
Average Coupon	1.792175%
Average Life (years)	5.549
Duration of Issue (years)	5.259
Par Amount	2,000,000.00
Bond Proceeds	2,000,000.00
Total Interest	198,881.68
Net Interest	198,881.68
Total Debt Service	2,198,881.68
Maximum Annual Debt Service	222,735.00
Average Annual Debt Service	221,302.04
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds Through 2026	2,000,000.00	100.000	1.792%	5.549	1,029.90
	2,000,000.00			5.549	1,029.90

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,000,000.00	2,000,000.00	2,000,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-20,150.00	
- Other Amounts			
Target Value	2,000,000.00	1,979,850.00	2,000,000.00
Target Date	08/24/2016	08/24/2016	08/24/2016
Yield	1.843414%	2.038187%	1.784131%



NET DEBT SERVICE

City of Dowagiac, Michigan  
General Obligation Limited Tax Bonds, Series 2016  
Proposed Purchaser :: CFC Capital  
Date of Proposal :: July 8, 2016

Date	Principal	Coupon	Interest	Total Debt Service	Annual Paying Agent Fee	Net Debt Service	Annual Net D/S
02/01/2017			13,504.18	13,504.18		13,504.18	
08/01/2017	190,000	0.750%	15,482.50	205,482.50	750	206,232.50	
09/30/2017							219,736.68
02/01/2018			14,770.00	14,770.00		14,770.00	
08/01/2018	190,000	0.950%	14,770.00	204,770.00	750	205,520.00	
09/30/2018							220,290.00
02/01/2019			13,867.50	13,867.50		13,867.50	
08/01/2019	195,000	1.150%	13,867.50	208,867.50	750	209,617.50	
09/30/2019							223,485.00
02/01/2020			12,746.25	12,746.25		12,746.25	
08/01/2020	195,000	1.300%	12,746.25	207,746.25	750	208,496.25	
09/30/2020							221,242.50
02/01/2021			11,478.75	11,478.75		11,478.75	
08/01/2021	195,000	1.450%	11,478.75	206,478.75	750	207,228.75	
09/30/2021							218,707.50
02/01/2022			10,065.00	10,065.00		10,065.00	
08/01/2022	200,000	1.600%	10,065.00	210,065.00	750	210,815.00	
09/30/2022							220,880.00
02/01/2023			8,465.00	8,465.00		8,465.00	
08/01/2023	205,000	1.800%	8,465.00	213,465.00	750	214,215.00	
09/30/2023							222,680.00
02/01/2024			6,620.00	6,620.00		6,620.00	
08/01/2024	205,000	2.000%	6,620.00	211,620.00	750	212,370.00	
09/30/2024							218,990.00
02/01/2025			4,570.00	4,570.00		4,570.00	
08/01/2025	210,000	2.100%	4,570.00	214,570.00	750	215,320.00	
09/30/2025							219,890.00
02/01/2026			2,365.00	2,365.00		2,365.00	
08/01/2026	215,000	2.200%	2,365.00	217,365.00		217,365.00	
09/30/2026							219,730.00
	2,000,000		198,881.68	2,198,881.68	6,750	2,205,631.68	2,205,631.68



BOND DEBT SERVICE

City of Dowagiac, Michigan  
General Obligation Limited Tax Bonds, Series 2016  
Proposed Purchaser :: CFC Capital  
Date of Proposal :: July 8, 2016

Dated Date 08/24/2016  
Delivery Date 08/24/2016

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2017			13,504.18	13,504.18	
08/01/2017	190,000	0.750%	15,482.50	205,482.50	
09/30/2017					218,986.68
02/01/2018			14,770.00	14,770.00	
08/01/2018	190,000	0.950%	14,770.00	204,770.00	
09/30/2018					219,540.00
02/01/2019			13,867.50	13,867.50	
08/01/2019	195,000	1.150%	13,867.50	208,867.50	
09/30/2019					222,735.00
02/01/2020			12,746.25	12,746.25	
08/01/2020	195,000	1.300%	12,746.25	207,746.25	
09/30/2020					220,492.50
02/01/2021			11,478.75	11,478.75	
08/01/2021	195,000	1.450%	11,478.75	206,478.75	
09/30/2021					217,957.50
02/01/2022			10,065.00	10,065.00	
08/01/2022	200,000	1.600%	10,065.00	210,065.00	
09/30/2022					220,130.00
02/01/2023			8,465.00	8,465.00	
08/01/2023	205,000	1.800%	8,465.00	213,465.00	
09/30/2023					221,930.00
02/01/2024			6,620.00	6,620.00	
08/01/2024	205,000	2.000%	6,620.00	211,620.00	
09/30/2024					218,240.00
02/01/2025			4,570.00	4,570.00	
08/01/2025	210,000	2.100%	4,570.00	214,570.00	
09/30/2025					219,140.00
02/01/2026			2,365.00	2,365.00	
08/01/2026	215,000	2.200%	2,365.00	217,365.00	
09/30/2026					219,730.00
	2,000,000		198,881.68	2,198,881.68	2,198,881.68



FORM 8038 STATISTICS

City of Dowagiac, Michigan  
General Obligation Limited Tax Bonds, Series 2016  
Proposed Purchaser :: CFC Capital  
Date of Proposal :: July 8, 2016

Dated Date 08/24/2016  
Delivery Date 08/24/2016

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial Bonds Through 2026:						
	08/01/2017	190,000.00	0.750%	100.000	190,000.00	190,000.00
	08/01/2018	190,000.00	0.950%	100.000	190,000.00	190,000.00
	08/01/2019	195,000.00	1.150%	100.000	195,000.00	195,000.00
	08/01/2020	195,000.00	1.300%	100.000	195,000.00	195,000.00
	08/01/2021	195,000.00	1.450%	100.000	195,000.00	195,000.00
	08/01/2022	200,000.00	1.600%	100.000	200,000.00	200,000.00
	08/01/2023	205,000.00	1.800%	100.000	205,000.00	205,000.00
	08/01/2024	205,000.00	2.000%	100.000	205,000.00	205,000.00
	08/01/2025	210,000.00	2.100%	100.000	210,000.00	210,000.00
	08/01/2026	215,000.00	2.200%	100.000	215,000.00	215,000.00
		2,000,000.00			2,000,000.00	2,000,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	08/01/2026	2.200%	215,000.00	215,000.00		
Entire Issue			2,000,000.00	2,000,000.00	5.5486	1.7841%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	20,150.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

PROOF OF ARBITRAGE YIELD

City of Dowagiac, Michigan  
 General Obligation Limited Tax Bonds, Series 2016  
 Proposed Purchaser :: CFC Capital  
 Date of Proposal :: July 8, 2016

Date	Debt Service	PV Factor	Present Value to 08/24/2016 @ 1.7841309917%
02/01/2017	13,504.18	0.992283632	13,399.98
08/01/2017	205,482.50	0.983510078	202,094.11
02/01/2018	14,770.00	0.974814097	14,398.00
08/01/2018	204,770.00	0.966195005	197,847.75
02/01/2019	13,867.50	0.957652121	13,280.24
08/01/2019	208,867.50	0.949184771	198,253.85
02/01/2020	12,746.25	0.940792288	11,991.57
08/01/2020	207,746.25	0.932474009	193,717.98
02/01/2021	11,478.75	0.924229278	10,609.00
08/01/2021	206,478.75	0.916057446	189,146.40
02/01/2022	10,065.00	0.907957867	9,138.60
08/01/2022	210,065.00	0.899929903	189,043.78
02/01/2023	8,465.00	0.891972920	7,550.55
08/01/2023	213,465.00	0.884086292	188,721.48
02/01/2024	6,620.00	0.876269395	5,800.90
08/01/2024	211,620.00	0.868521613	183,796.54
02/01/2025	4,570.00	0.860842336	3,934.05
08/01/2025	214,570.00	0.853230957	183,077.77
02/01/2026	2,365.00	0.845686876	2,000.05
08/01/2026	217,365.00	0.838209498	182,197.41
	2,198,881.68		2,000,000.00

Proceeds Summary

Delivery date	08/24/2016
Par Value	2,000,000.00
Target for yield calculation	2,000,000.00

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

**WHEREAS,** the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #21 for the period ending 07/03/16:

Invoices	\$129,576.80
Payroll	\$120,799.53
<hr/>	
Total	\$250,376.33

**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>
\$129,576.80	\$120,799.53	\$250,376.33

Ayes:

Nays:

Absent:

Abstain:

Jane P. Wilson, City Clerk

Vendor		Description	Amount
ABSOPURE WATER COMPANY	86042394	BOTTLED WATER - 26461 NUBOUR	64.50
ABSOPURE WATER COMPANY	86071119	BTL WATER/DEPOSITS	40.25
ACD.NET	88889-117	MONTHLY PHONE SERVICE - CH	1,235.66
AMERICAN ELECTRIC POWER	048-197-857-0-2	ST LIGHTS - MARCELLUS HWY	11.97
AMERICAN ELECTRIC POWER	043-149-774-1-6	NUBOUR BOOSTER STATION	128.93
ANGIE STEINMAN	6/6/16	REIMBURSE SEWER RODDING - 404 MICHIGAN	225.00
ANGIE STEINMAN	6/29/16	SEWER RODDING 207 JEFFERSON ST	225.00
APX, INC	3207	MIRECS - LOAD BASED FEE	57.31
BAZAN, STACEY	3427602297	TX REIMBURSEMENT 5/26 - 6/25/16	60.00
BEHNKE, MATT	188095349108	CCDET TX REIMBURSEMENT 5/14 - 6/13/16	60.00
BILL GRANT	6/29/16	WWTP - OFFICE CLEANING	960.00
BRADFORD, JARRID	287248950627	CELL PHONE REIMBURSEMENT 5/7 - 6/6/16	60.00
CASS COUNTY ROAD COMMISSION	801431	GRAVEL - MARCELLUS HWY ROAD EDGE	177.00
CENTRAL ELEVATOR COMPANY, INC	65055	QUARTERLY ELEVATOR INSP - MUSEUM	141.47
CENTRAL ELEVATOR COMPANY, INC	64973	SAFETY INSPECTION	1,195.00
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	995.90
CINTAS LOCATION #336	336-01904	MATS	85.69
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	625.40
CIVIC SYSTEMS, LLC	CVC14281	SEMI-ANNUAL SUPPORT FEE	299.00
DAVIS, DAVID	287243883201	TX REIMBURSEMENT 4/18 - 5/17/16	45.00
DON & BARB WILCOX	6/29/16	AWARD AMOUNT	225.00
DOUBLEDAY OFFICE PRODUCTS, INC	05122	OFFICE SUPPLIES	20.32
EDDIE WAINWRIGHT	7/7/16	PLUMB/MECH INSPECTIONS JUNE 2016	958.20
ELECTIONSOURCE	32603	INSIGHT CODING & BALLOT LAYOUT	1,740.00
ETNA SUPPLY	S101848950.001	WATER STOCK MATERIAL	1,480.48
ETNA SUPPLY	S101844940.001	WATER STOCK MATERIAL & SUPPLIES	4,298.44
ETNA SUPPLY	S101844940.002	6" DUO SLEEVES - STOCK	400.00
ETNA SUPPLY	S101848950.002	8" DUO SLEEVES - STOCK	520.00
FAIRFIELD INN SAGINAW	7/5/16	K-9 TRAINING	315.00
FRONTIER	23118907970401035	PHONE SERVICE 5/20 - 6/19/16	867.15
HALE'S HARDWARE, INC	C170180	EXHIBIT PACKING SUPPLIES	19.38
HALE'S HARDWARE, INC	C169953	POSTAGE - EVIDENCE	21.75
HALE'S HARDWARE, INC	C170015	CONDUIT/ELBOW/BUSHING (WO 15-1025)	20.99
HALE'S HARDWARE, INC	C167037	FERTILIZER (LAWN RESTORATION)	43.62
HALE'S HARDWARE, INC	D110418	FASTENERS	1.80
HALE'S HARDWARE, INC	C169130	STARTER CORD - CH UMBRELLA	1.69
HALE'S HARDWARE, INC	C169557	GRIP N GRAB EXT REACH	21.33
HALE'S HARDWARE, INC	C170009	CONNECTORS/TEE - VILLAMERE BOOSTER	18.27
HALE'S HARDWARE, INC	C170030	UTILITY TUBE/FASTENERS - VILLAMERE	8.75
HALE'S HARDWARE, INC	B113687	COUPLING - 108 COURTLAND WATER SVC	9.69
HALE'S HARDWARE, INC	C171187	BALL VALVES/NIPPLE/ST ELBOW	36.23
HARDIN, R. WAYNE	7/1/16	BLDG INSP JUNE 2016	1,988.20
HERITAGE CRYSTAL CLEAN, INC	14096399	PARTS CLEANER	159.53
INTERNET BUSINESS SOLUTIONS, INC.	17216	MONTHLY WEBSITE MTCE	39.95
J DOHENY SUPPLIES INC	16-136	ANNUAL PIPELOGIX SUPPORT	1,980.00
JASON GRANT	6/28/16	LIFT STATION TRAINING	174.32
JUDD LUMBER COMPANY, INC	1606-685565	100' TAPE RULE - CEMETERY	16.79
JUDD LUMBER COMPANY, INC	1606-686340	CEMETERY FOUNDATIONS	280.96
JUDD LUMBER COMPANY, INC	1607-686998	CONCRETE MIX - SLUA (M-152/NORTH ST)	8.65

Vendor		Description	Amount
JUDD LUMBER COMPANY, INC	1606-686545	PALLET RETURN (CEMETERY FOUNDATIONS)	(20.00)
JUDD LUMBER COMPANY, INC	1606-686419	WO 15-1025 MINI LOADER & TRENCHER RENTAL	302.98
JUDD LUMBER COMPANY, INC	1606-686500	WO 15-1025 RETURN MINI LOADER & TRENCHER	(90.00)
JUDD LUMBER COMPANY, INC	1606-686129	SKATE PARK LUMBER	505.79
KATHERINE NEWMAN	0005	SEWER RODDING 208 BRADLEY ST	189.00
KEN SIMPSON	160714	ELECTRICAL INSP JUNE 2016	1,165.20
KENT RECORD MANAGEMENT, INC	0059775	SHREDDING SVC 6/1 - 6/30/16	30.00
KENT RECORD MANAGEMENT, INC	0059774	SHREDDING SVC 6/1 - 6/30/16	120.00
KOTZ SANGSTER WYSOCKI PC	377303	LEGAL SERVICES	4,393.23
LEADER PUBLICATIONS, INC	109939	MISC PUBLICATIONS	245.80
LEADER PUBLICATIONS, INC	109943	FARMERS MARKET ADS	108.00
MAGLOCLEN	36-2M37	MEMBER FEES	400.00
MI COMMUNITY ACTION AGENCY ASSOC	7/5/16	EU-MONTHLY PYMT ALLOCATION-7/16	12,076.00
MICHIGAN MUSEUMS ASSOCIATION	02827	ANNUAL DUES	100.00
MICHIGAN RURAL WATER ASSOCIATION	6/23/16	2016-17 MEMBERSHIP DUES	650.00
MIDWEST ENERGY	3503301	CCWS - WELL HOUSES	1,085.37
O'REILY AUTO PARTS	4979-119188	#131 - TENSIONER	75.99
PARAGON LABORATORIES, INC	95116-93673	SECURIT - IPP SAMPLING	350.00
PETTY CASH	6/29/16	PETTY CASH REIMBURSEMENT - COPS	105.74
POWER LINE SUPPLY, INC	56041231	TERMINATION BRACKETS - STOCK	405.24
POWER LINE SUPPLY, INC	56041228	PIN TERMS - STOCK	176.81
POWER LINE SUPPLY, INC	56041226	BOLTS/BRACKETS/CONNECTORS/METER SOCKETS	790.49
POWER LINE SUPPLY, INC	56041779	RETURN ELECTRIC METER - STOCK	(55.77)
POWER LINE SUPPLY, INC	56042674	HAZARD SIGNS	72.03
POWER LINE SUPPLY, INC	56042672	HAZARD SIGNS	200.00
PREFERRED PRINTING, INC	29607	#10 WINDOW ENVELOPES - TAX INFO	140.00
PRIORITY COMPUTER SERVICES, INC	204826	PREPAID SERVICE AGREEMENT	950.00
PVS MINIBULK, INC.	102466	SODIUM HYPOCHLORITE - WWTP CHEMICALS	475.14
PVS MINIBULK, INC.	102462	SODIUM HYPOCHLORITE - WWTP CHEMICALS	2,810.59
QUILL CORPORATION	473452	RETURN BROWN TOWELS (NEVER RECEIVED)	(29.99)
REAL PRO SOLUTIONS, LLC	LM2417	CCWS - MOW PENN PUMP HOUSES	90.00
REAL PRO SOLUTIONS, LLC	LM2416	CCWS - MOW VANDALIA TOWER	70.00
REAL PRO SOLUTIONS, LLC	LM2415	MOW - NUBOUR BOOSTER STATION	50.00
REAL PRO SOLUTIONS, LLC	LM2413	MOW - SUBSTATIONS/RUDOLPHI TOWER	172.50
REAL PRO SOLUTIONS, LLC	LM2412	BLIGHT MOWING	28.75
REAL PRO SOLUTIONS, LLC	HB1408	EMERGENCY BOARD UP	210.00
REAL PRO SOLUTIONS, LLC	LM2403	BLIGHT MOWINGS	675.63
REAL PRO SOLUTIONS, LLC	LM2406	BLIGHT MOWING	57.50
REAL PRO SOLUTIONS, LLC	LM2407	MOWING - COUNTY OWNED PROPERTIES	273.13
REAL PRO SOLUTIONS, LLC	LM2420	BLIGHT MOWINGS	125.07
REAL PRO SOLUTIONS, LLC	LM2410	WWTP - MOWING	375.00
REAL PRO SOLUTIONS, LLC	LM2411	WWTP - TRIM LAGOONS	750.00
RILEY, RONNIE	07/07/2016	UB refund for account: 11-1705-8	150.00
ROMAN, KEVIN	6/24/16	K9 TRAINING	127.11
ROMAN, KEVIN	06/22/16	DOG CARRIER - VEH K9	155.57
ROMAN, KEVIN	7611178	K9 SUPPLIES - REIMBURSEMENT	161.25
ROMAN, KEVIN	6/18/16	K9 GROOMING - REIMBURSEMENT	60.00
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SVC 5/12 - 6/13/16	16.91
SERVICE EXPERTS	7/6/16	SERVICE AGREEMENT 7/1/16 - 7/1/17	600.00

Vendor		Description	Amount
SILVER CREEK TOWNSHIP	07/01/16	SUMMER 2016 TAX BILL	442.57
SIMMONS TREE & LAWN	7/5/16	LAWN MTCE - PARKS/FACILITIES 7/1 -	10,260.00
SIMMONS TREE & LAWN	7/5/16	MOW - BLVD/STORAGE BLDG/AMBULANCE BLDG	400.00
SIMMONS TREE & LAWN	7/5/16	MOW - BLVD/STORAGE BLDG/AMBULANCE BLDG	200.00
SNAP-ON TOOLS	07051623114	SCREWDRIVER BIT SET	70.95
SOLOMON CORPORATION	279029	WO 16-1023 1000 KVA TRANSFORMER (AUTO	14,425.00
SOLOMON CORPORATION	279028	WO 16-1024 2000 KVA TRANSFORMER	23,795.00
SOUTHWEST SEWER & DRAIN	263191	SEWER LATERAL CAMERA - 304 WEST	150.00
SOUTHWESTERN MICHIGAN COLLEGE	7/5/16	DEPT FITNESS CENTER MEMBERSHIP	1,500.00
STAPLES BUSINESS ADVANTAGE	8039829165	OFFICE SUPPLIES	99.79
STAPLES BUSINESS ADVANTAGE	3305741817	LYSOL CLEANER	26.95
STAPLES BUSINESS ADVANTAGE	3305741814	JANITORIAL SUPPLIES	1,136.06
STATE OF MICHIGAN	ME-0200312	SALES & TAX-JUNE 2016	14,137.57
STEVEN DRENTH	6/26/16	PREP & PAINTING	1,470.00
THE RIDGE COMPANY	674587	VALVE TURNER - OIL FILTER/SPARK TESTER	19.30
THE RIDGE COMPANY	676160	#131 - DRIVEBELT TENSIONER	124.88
THE RIDGE COMPANY	676188	#131 RETURN DRIVEBELT TENSIONER	(124.88)
THE RIDGE COMPANY	676458	#104 - SWITCH FOR TURN SIGNALS	97.93
THE RIDGE COMPANY	676509	#104 - 4 WAY FLASHER	15.51
TRUE'S TRANSPORTATION	102995	HAUL SWEEPER DIRT	950.00
TURF SERVICES	2917	IRRIGATION SPRAY NOZZLES	58.75
UNITED STATES TREASURY	7/7/16	38-6004607 720 2ND QTR 2016	117.18
US BANK (CM-9690)	6/29/16	DEBT SERVICE PAYMENT	3,510.00
USA BLUEBOOK	979509	LAB SUPPLIES	290.17
USA BLUEBOOK	981089	LAB SUPPLIES	153.08
VERIZON WIRELESS	9767434220	VERIZON WIRELESS MONTHLY INVOICE (CELL	815.71
VERIZON WIRELESS	9767601011	MIFI CARD - MONTHLY SUBSCRIPTION	240.10
VERIZON WIRELESS	9767612412	VERIZON TABLET - MONTHLY FEE	561.82
VERIZON WIRELESS	9767620168	CCWS - ITRON FIXED NETWORK	100.10
WILSON, JANE P.	7/6/16	NOTARY COMM FILING	29.65
WYOMING ASPHALT PAVING CO., INC.	1218	ASPHALT	168.59
WYOMING ASPHALT PAVING CO., INC.	1250	ASPHALT	89.39
Total:			<u>129,576.80</u>

**ORDINANCE NO. , 2016**

**ORDINANCE-----**

AN ORDINANCE TO AMEND CHAPTER 82, UTILITIES, ARTICLE I. “IN GENERAL” SECTION 82-24, “LANDLORD/TENANT POLICY FOR RENTAL PROPERTIES”, SUB-PARAGRAPH (B), OF THE DOWAGIAC CITY CODE BE AND IS HEREBY AMENDED BY ITS REPEAL AND THE ADOPTION OF A NEW SUBPARAGRAPH (B) OF THE DOWAGIAC CITY CODE.

THE CITY OF DOWAGIAC ORDAINS:

Section 1. That Chapter 82, Utilities; Article I. “In General”, Section 82-24 “Landlord/Tenant Policy for Rental Properties”, Sub-paragraph (b) be and hereby is amended to read as follows:

- b. To avoid having delinquent utility charges from their tenants assessed against their premises, landlords must file with the city before the tenant occupies the premises a signed copy of the lease agreement and a sign and notarized “AFFIDAVIT OF TENANT RESPONSIBILITY FOR CITY OF DOWAGIAC UTILITY CHARGES AND **THIRD PARTY AUTHORIZATION FORM.**” The lease must contain language that the tenant is responsible for the utility bills. Upon the filing of the lease agreement, the tenant will be responsible for a utility deposit in accordance with section 82-7 of this Code that is payable at the time service is established. The utility deposit will be applied to the tenant’s final bill for that premises, with any excess amount being refunded to the tenant.

**Starting August 31<sup>st</sup> 2016, on all active and future Affidavits, if a tenant vacates the premise leaving an unpaid balance on a utility bill, that unpaid balance and applicable interest and penalties must be paid in full in order for that premise to be eligible to avoid having subsequent tenant utility charges assessed against that premises by filing the Affidavit and Third Party Authorization Form as provided above.**

Section 2: That pursuant to the provisions of Chapter 1, Section 1-4 of the Dowagiac Charter and due to the length of this Ordinance, the Dowagiac City Clerk be and is hereby directed to forthwith cause posting and publication of this Ordinance on the bulletin board of the Dowagiac City Hall, the same being the usual place of posting for the actions of the City Council.

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

ADOPTED/REJECTED

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Donald L. Lyons, Mayor

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Jane P. Wilson, City Clerk

**ORDINANCE NO. , 2016**

**ORDINANCE-----**

AN ORDINANCE TO AMEND CHAPTER 82 UTILITIES ARTICLE I. "IN GENERAL" SECTION 82-7 "SERVICE DEPOSITS", SUB-PARAGRAPH (4), OF THE DOWAGIAC CITY CODE BE AND IS HEREBY AMENDED BY ITS REPEAL AND THE ADOPTION OF A NEW SUBPARAGRAPH (4) OF THE DOWAGIAC CITY CODE.

THE CITY OF DOWAGIAC ORDAINS:

Section 1. That Chapter 82, Utilities; Article I. "In General", Section 82-7 "Service Deposits", Sub-paragraph (4) be and hereby is amended to read as follows:

- d. Commencing on August 1, 2016, level I deposits shall be applied to all "non renting" customers' bills within 90 days of said date and annually within 90 days of August 1, 2016 thereafter for those "non-renting" customers who have maintained a current bill (paid by the due date without penalty) for the 12 months of the proceeding calendar year. Deposits for all "renting" customers shall not be applied to the account but shall remain as an active deposit until the "renting" account is closed.
  - 1. Remove – this has been covered in subsection i.
- i. Once a "non-renter" has established a current payment history with the city, a deposit will not be required should the applicant request utility service at a new location. Should the applicant subsequently be disconnected for a violation of any utility ordinance they will be required to pay any deposits as required of an applicant without acceptable credit history. Further, their utilities will not be turned on until all amounts, including the deposits required, have been paid in full.

Section 2: That pursuant to the provisions of Chapter 1, Section 1-4 of the Dowagiac Charter and due to the length of this Ordinance, the Dowagiac City Clerk be and is hereby directed to forthwith cause posting and publication of this Ordinance on the bulletin board of the Dowagiac City Hall, the same being the usual place of posting for the actions of the City Council.

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

ADOPTED/REJECTED

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Donald L. Lyons, Mayor

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Jane P. Wilson, City Clerk

**CITY OF DOWAGIAC**

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**MEMO TO:** Kevin P. Anderson, City Manager

**FROM:** Rebecca L. Grabemeyer, CPA

**DATE:** June 16, 2016

**SUBJECT:** Rental Affidavit and Third Party Form & Ordinance Amendment

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It was brought to my attention that in our Charter under our Deposits – General Conditions there are a few areas that we need to clean up verbiage.

The following errors are being corrected with this ordinance change.

Section (4),d the word “*within*” rather than “*without*” was inadvertently used.

Section (4),d,1 is a duplication of the data in 4,i so the language has been removed. The removal of this language will have no impact on current policy.

Section (4),i has also been clarified to note this section applies to *only* non-renters.

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

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

**WHEREAS**, the Mayor and City Council desire to meet with the City Manager and the City Attorney to receive an update and discuss the litigation and real estate.

**NOW, THEREFORE, BE IT RESOLVED** the City Council will hereby adjourn to closed session to discuss litigation.

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

Jane Wilson, City Clerk