

## REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, July 14, 2014, 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 Randall Gross, Sr.  
-Councilmember Lori Hunt  
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – June 23, 2014
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- COMMUNICATIONS –
1. Summer in the City, July 24<sup>th</sup> – 27<sup>th</sup>.
  2. Steve's Run, July 26<sup>th</sup>.
- RESOLUTIONS –
1. Resolution to approve the Russom Park Rules and Regulations.
  2. Resolution to approve irrigation installation at the Dowagiac District Library.
  3. Resolution to approve Wayne Township Fire Service Agreement.
  4. Resolution to approve a contract with Domestic And Sexual Abuse Services' (DASAS).
  5. Resolution to approve an agreement for property management services with Parker Property Management.
  6. Resolution to appoint Mowitt Drew, III, as the City Attorney and approve an agreement for legal services.

7. Resolution to set a public hearing for Monday, July 28, 2014 at 7:00 p.m. for consideration of declaring the garage at 305 Pennsylvania Avenue a public nuisance property.
8. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

<u>BILLS</u>	<u>PAYROLL (#20/21)</u>	<u>TOTAL</u>
\$713,834.33	\$162,487.78 (PR20)	\$1,000,709.03
	\$124,386.92 (PR21)	

ORDINANCES –

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

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

RESOLUTIONS, Continued (CLOSED SESSION) -

9. Resolution to adjourn to a closed session to discuss negotiations related to the purchase of real property and to discuss collective bargaining strategies between the City and IBEW Local #876 and to discuss negotiations related to the purchase of real property. (Roll Call)

ADJOURNMENT –

Kevin P. Anderson  
City Manager

Attachments

## DOWAGIAC CITY COUNCIL MEETING

Monday, June 23, 2014

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

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

PRESENT: Mayor Pro-Tem Leon D. Laylin; Charles K. Burling, James B. Dodd, and Randall G. Gross, Sr.

ABSENT: Mayor Donald D. Lyons, Councilmembers Bob B. Schuur, and Lori A. Hunt.

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

Councilmember Dodd moved and Councilmember Gross seconded that the minutes of the June 9, 2014 regular meeting and June 16, 2014 special meeting be approved.

Approved unanimously.

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

Mark De Varona, 107 Sherwood Street, Dowagiac MI 49047  
Aaron Miller, 27788 Banker Street Drive, Sturgis MI 49091  
Deb Cahill, Dowagiac Union Schools Summer Food Service Program for Children.

### COMMUNICATIONS

1. Request to hold fireworks on July 3, 2014 at Airport / Russom Park.

### RESOLUTIONS

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

Councilmember Burling 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 and payroll #19 for the period ending 6/18/14:

Invoices:	540,117.61
Payroll:	<u>110,280.71</u>
Total:	\$650,398.32

DOWAGIAC CITY COUNCIL MEETING

Monday, June 23, 2014

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

Invoices	Payroll	Total
\$540,117.61	\$110,280.71	\$650,398.32

ADOPTED on a Roll Call vote.

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

Nays: None (0)

Absent: Two (2) Hunt, Schuur

Abstain: None (0)

COMMENTS FROM CITY OFFICIALS –

RESOLUTIONS, Continued (CLOSED SESSION)

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

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

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

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

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

ADOPTED on a roll call vote

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

Nays: None (0)

DOWAGIAC CITY COUNCIL MEETING

Monday, June 23, 2014

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Absent: Two (2) Hunt, Schuur

Abstain: None (0)

CLOSED SESSION

TIME: 7:31 PM

LATER: 7:47 PM

Upon motion by Councilmember Dodd and seconded by Councilmember Burling, the Dowagiac City Council adjourned at 7:47 p.m.

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Leon D. Laylin, Mayor Pro Tem

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Kevin P. Anderson, City Manager



# Chamber of Commerce & DDA

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

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

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 24-27.

The 29<sup>th</sup>-annual festival features a new format, with entertainment kicking off Thursday evening with Karaoke at The 'Jack Festival Events Center, located within the city parking lot adjacent to Twistee's; and Huntington Night, which salutes the underwriter of this community's Beckwith Summer Concert Series as Kalamazoo Avenue takes the stage at the Haggin-Wimberley Memorial Bandstand. Interactive events, sidewalk sales and entertainment swing into full gear Friday and Saturday, with a community-wide church service on Sunday at The 'Jack.

**On behalf of the Chamber of Commerce, in addition to the previously-approved closure of Front Street on Friday and Saturday to through traffic, and the previously-approved events center and beer garden, I would like to request the use of:**

- Front Street for the children's petting zoo, pony rides, inflatables and children's games, 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.
- Part of Beeson Street for our visiting food vendor wagons and as a staging area for children's pedal cars on Saturday.
- The Beckwith Park for the adoptable pets on parade and as an area to situate picnic tables for use by the public.
- The Haggin-Wimberley Memorial Bandstand for vocal and instrumental entertainment.
- The intersection of Front and Beeson for dance and martial arts exhibitions.
- Commercial St., from Front to Penn Avenue, for the BMX action sports demo. A loading zone will be left available for Booth's.
- A location 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.

I am also requesting the assistance of City crews to:

- Transport the picnic tables already approved by the City to The 'Jack events center.
- Install an access hose to the underground water main within the lawn at Depot & Beeson to provide water access for animals.
- Install our corporate event and sponsorship banners downtown.
- Provide us with ample street barricades to close the aforementioned areas.

For your convenience, a schedule of events is attached herewith. Thank you, in advance, for your consideration and for essential support services, which are provided to the festival by the Department of Public Services, Grounds and Electric crews, and others. Should you have any questions, feel free to phone my office at 782-8212.

Sincerely,

  
Vickie Phillipson,

Chamber of Commerce and DDA Program Director

Located in the Historic Dowagiac Train Depot

200 Depot Drive, Dowagiac, MI 49047

269.782.8212

# Summer in the City

July 24-27

## Downtown Dowagiac Festival Opens Thursday Evening



- 4-Midnight . . . The 'Jack Festival Events Center opens with Happy Hour next to Twistee's. Join us the entire weekend for a variety of music & activities, plus a cold Brew, and our Corn & Sausage Roast, hosted by Wounded Minnow Saloon.
- 5-8 pm . . . Family-friendly Karaoke at The 'Jack
- 6 pm . . . Singles Bag Tournament at The 'Jack
- 7:30 . . . Join us at the Gazebo for Huntington Night, honoring our summer concert series underwriter, as Kalamazoo Avenue presents a Rock, Rhythm & Blues Revue, featuring music by Chicago, The Beatles & the Blues Brothers.
- 8 pm . . . Adult Karaoke Contest Finale at The 'Jack

## Friday, July 25

- 9-5 pm . . . Ladies Library Association Book Sale
- 10 am . . . Sidewalk Sales, community & craft booths
- 10-4 . . . Sit back & enjoy your favorite Rock & Country standards, presented by the Outta Towners, featuring hometown favorite Dennis Ferrier
- 10-5 . . . Chalk art, children's games & helium balloons, presented by Miss Dowagiac Court of Honor
- 10-5 . . . Tom's pony rides & children's petting zoo
- 10-5 . . . Children's inflatables, presented by Judd Lumber
- 11 am . . . Smokin' Good & other food vendors open
- 11-4 . . . Roaming musician Rene Meave brings Top 40s and Tex Mex music to Front Street
- 11-4:30. . . Dunk a cop for charity!
- Noon . . . Princess Party at The 'Jack. Little girls join Miss Dowagiac for tea, photos & Princess Parade
- Noon-2. . . Enjoy the music of Al Mott • Front Street Crossing
- 1, 3 & 5 . . . BMX demos presented by AGA Nation
- 1:30 pm. . . Miss Michele & Co. dance performance
- 2 pm . . . Ronald McDonald Magic Show at The 'Jack
- 2-7 . . . Taste of Dowagiac. Enjoy a mix of hors d'oeuvre sized specialties. Tickets, priced at \$10 each, are available at these participating restaurants: Beeson Street Bar & Grill, Caruso's, Deb's Café, The Eagles, Foodies, Mimi Sarducci's, Saylor's Front Street Pizzeria, Trackside, Wood Fire Italian Trattoria & Wounded Minnow Saloon.
- 4-5 pm . . . MKSOD & Positively Dance take to the street!
- 4-Midnight . . . The 'Jack Events Center opens w/ Happy Hour
- 5:30-7 . . . Steve's Run Registration • City Hall
- 6 pm . . . Mixed Doubles Bag Tournament at The 'Jack
- 7:30-11. . . Rebel Pride presents old-school Country to cutting-edge Rock & Roll at The 'Jack

## Saturday, July 26

- 7-11 am . . . Pancake breakfast at The 'Jack
- 7-8 am . . . Steve's Run Registration • City Hall
- 8:30 . . . Steve's 5 & 10K Run, and 1K Fun Run
- 9-2 pm . . . Farm & Artisan Market at the museum
- 9-4 pm . . . Ladies Library Association Book Sale
- 10 am . . . Sidewalk sales, community & craft booths
- 10-5 . . . Due Process presents old-school & today's top Country • Gazebo
- 10-5 . . . Children's games & chalk art, presented by Miss Dowagiac Court of Honor
- 10-5 . . . Tom's pony rides & children's petting zoo
- 10-5 . . . Children's inflatables, presented by Judd Lumber
- 11 am . . . Smokin' Good & other food vendors open
- 11 am . . . Steve's Run Awards • Lions Park
- 11 am . . . Bags Team Championship opens
- 11-11:30. . . Elite Martial Arts demonstration
- 11-2 . . . Adoptable Pets on Parade, hosted by Cass County Animal Control • Beckwith Park
- 11-3 . . . Roaming street performers
- 11-4:30. . . Dunk a cop for charity!
- Noon-1. . . Pokagon Band Dance & Drum Troop
- Noon-4. . . Curious Kids Museum's Star Lab • Library
- 1-3 . . . Children's pedal cars, presented by Crystal Springs Camp & Retreat • Beeson Street
- 1, 3 & 5 . . . BMX demos presented by AGA Nation
- 3-6 pm. . . Enjoy modern Folk Music of Exit 41 at The 'Jack
- 7:30-11. . . Dance to decades of your favorite covers with Jordi at The 'Jack

## Sunday, July 27

- 11 am . . . Community worship service & family picnic, hosted by ACTION at The 'Jack

## 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 • Creative Vinyl • D. Mottl Realty  
Kim MacGregor's Office of Edward Jones • Family Fare  
Four Winds Casino • Lyons Industries • The Pokagon Fund  
Southwestern Michigan College • Wightman & Associates  
Wolverine Mutual Insurance Co.



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July 2, 2014

Mayor Don Lyons & Dowagiac City Council  
Dowagiac City Hall  
241 South Front Street  
Dowagiac, MI 49047

Dear Mayor Lyons and City Council;

I am very excited about the running of the 40<sup>th</sup> annual Steve's Run on Saturday, July 26, 2014. The race will begin at 8:30 a.m. this year. Your help and support in this premier community event is greatly appreciated.

On behalf of Steve's Run I would like to make the requests listed below:

Parks & Recreation:

1. Clean and mow park and creek at Lion's Park
2. Check and prevent any bee problems
3. Mow wildlife refuge trail
4. Open gate at wildlife refuge (Dailey) and trail head on Mathews Road
5. Provide extra trash barrels at Lion's Park

City Services

1. Erect speaker platform at Lion's Park
2. Provide electrical hookup at Lion's Park & City Hall
3. Provide key to City Hall for registration the evening before and day of Steve's Run.
4. Hang Steve's Run banner at post office
5. Provide special water fountains on downtown fire hydrants

Police Department

1. Provide lead vehicle at race start to Hillcrest (golf corner)
2. Assemble barricades for the race routes indicated in Emergency Operation Template
3. Provide emergency services as outline in the Emergency Operation Template
4. Clean parked cars from south Front Street from Division to Lion's Park until after race start

Fire Department

1. Provide ambulance service
2. Provide water spray from fire truck on Mathews Road near Wilbur Hill
3. Supply all emergency services as outlined in the Emergency Operations Template
4. Position fire truck ladder over Front Street in front of City Hall

Course Description

- 10K            Front (Beeson) – Pokagon – Jefferson – Cass – Hillcrest – Elks Golf Course – Elks Golf Course Dr. – Riverside – Cemetery Blvd. – Rudolphi Wildlife Refuge – Daily Rd. – SMC Campus – Mathews – Wilbur Hill – Cass – Pokagon – Front  
(Finish on Front 100 meter south of old Bakeman's store)
- 5K             Same as 10K to turnaround on Cemetery Blvd. – Hill St. – Cass – Jefferson – Pokagon – Front (same as 10K finish)
- 1K Fun Run   Starts at 8:35 am at the same location the 5K and 10K start - turnaround at the Stop Sign at the very end of Front Street – Finish on Front Street right before Lion's Park (same as 10K and 5K finish)

Please note that a map for all three courses is attached.

Thank you for your consideration of these requests. Everyone who would like to be involved in the final meeting for Steve's Run is welcome to attend on Tuesday, July 8, 2014 at 10:00 a.m. at Southwestern Michigan College on the 2<sup>nd</sup> floor in the Briegel Building in room 2109. At this time a revised copy of the City of Dowagiac Public Safety Emergency Services Event Template for this year's race will be finalized and last minute details and questions will be answered.

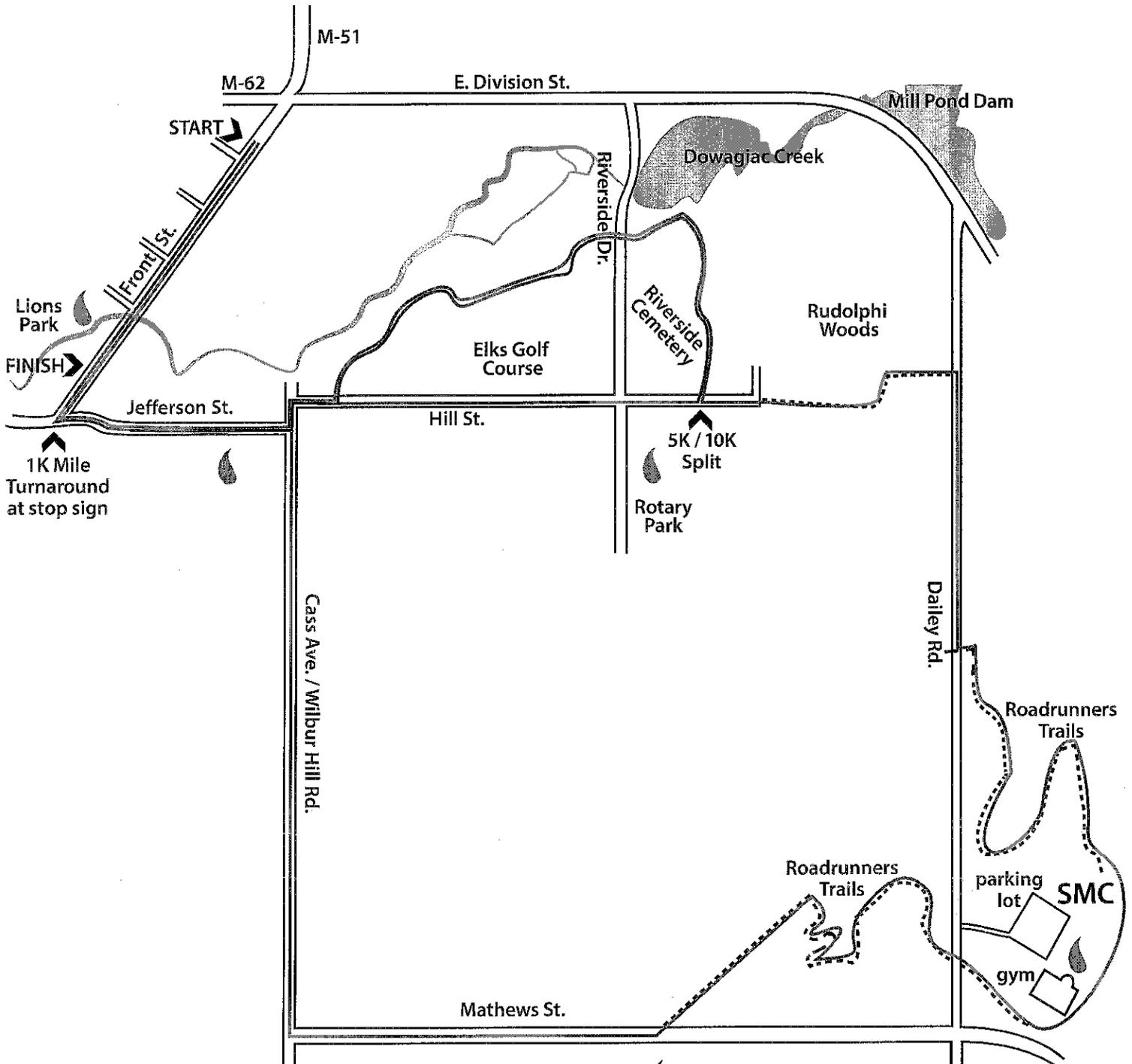
You and the city personnel have been wonderful to work with and I look forward to having another great "Dowagiac Experience" for our visitors. If you have any questions, I can be reached at [kdorner@swmich.edu](mailto:kdorner@swmich.edu) or 269-783-2110.

Regards,



Kate Dorner, PHR  
Southwestern Michigan College  
Director of Human Resources  
269-783-2110  
[kdorner@swmich.edu](mailto:kdorner@swmich.edu)

# STEVE'S RUN COURSE MAP



NOTE: THE 5K RUN and WALK COURSE ARE THE SAME.

-  Water Station
-  5K Course
-  10K Course

*CITY OF DOWAGIAC*

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

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

**DATE:** July 14, 2014

**SUBJECT:** Russom Park Rules

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Over the past several months the Russom Park Committee has worked to develop park rules to assure the health, safety and well-being of the persons using the park. Attached are their recommendations for rules that are consistent with city and county park regulations.

Once adopted by the City of Dowagiac and Silver Creek Township, signs will be ordered and the police & sheriff will have authorization to enforce.

RECOMMENDATION

Approve a resolution authorizing Rules and Regulations for Russom Park.

Support Documents:  
Cover Memo-City Mgr.  
Resolution

## MEMO

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**TO:** Kevin Anderson, City Manager

**FROM:** Rozanne Scherr, HR Director/Asst. City Manager

**DATE:** July 9, 2014

**RE:** Russom Park Rules for Council Consideration

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Attached for your review is a copy of the “Russom Park Rules and Regulations” that were finalized by the Russom Park Board at their May 19, 2014 meeting. Please bring the Rules and Regulations to City Council for their consideration and approval at their July 14, 2014 meeting.

Should you have any questions or comments please do not hesitate to contact me.

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

**WHEREAS**, in 2009, the City of Dowagiac and Silver Creek Township created a joint advisory committee consisting of City and Township residents to aid in the planning and development of Russom Park; and

**WHEREAS**, the Russom Park Committee has extensively reviewed rules and regulations that would be appropriate for the park; and

**WHEREAS**, at their May 19, 2014 Russom Park Committee meeting, the attached Rules and Regulations for Russom Park were finalized.

**NOW, THEREFORE, BE IT RESOLVED** that the Russom Park Committee recommends approval of the Russom Park Rules and Regulations by the Dowagiac City Council.

ADOPTED/REJECTED

**RUSSOM PARK  
RULES AND REGULATIONS**

The City of Dowagiac and Silver Creek Township have established the following rules for your safe and enjoyable use of this facility.

Hours

- Dawn to dusk daily

Parking

- Parking is limited to an established parking area only.
- Vehicles may not be parked overnight.
- Vehicles in violation of this regulation will be towed.
- No Semi parking.

Pathways

- No Motorized vehicles on pathways.

General

- Children under the age of 10 must be accompanied by an adult.
- Please keep the park clean and friendly and encourage all others to do the same.
- Please place trash in trash receptacles only. If trash receptacles are not provided, take your refuse with you.
- No solicitation, vending, advertising or sign posting is allowed in the parks, except by permission of the Russom Park Committee.

All of the following are prohibited in the Park:

Alcohol	Smoking	Loud Music
Drugs	Profanity	Fighting
Pets	Graffiti	Fireworks
ATV's	Snowmobiles	Hitting of golf balls

The City of Dowagiac and Silver Creek Township will not be responsible for any injury to persons or loss of property. Users of the park, by participation, acknowledge and fully accept any risk.

Report any damage, hazardous conditions, concerns or suggestions to the Russom Park Committee at (269)782-2195 or (269)782-3025.

***CITY OF DOWAGIAC***

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

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

***DATE:*** July 11, 2014

***SUBJECT:*** Library Request to add a sprinkler system

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The City owns the library building and has leased it to the Dowagiac District Library since voters approved a multi-jurisdictional library a number of years ago. The library has made a number of improvements to the exterior of the facility and is ready to add irrigation. The lease agreement specifies that improvements like this require the owner's approval.

The cost to install, maintain and operate will be paid for by the Library.

**RECOMMENDATION**

Approve a resolution authorizing the Dowagiac District Library to install, maintain and operate a sprinkler system on the premises that they currently lease from the City of Dowagiac.

Support Documents:

- Cover Memo-City Mgr.
- Letter of Request
- Resolution



## Dowagiac District Library

211 Commercial St. - Dowagiac MI 49047  
<http://www.dowagiacdl.org>

July 9<sup>th</sup>, 2014

Kevin Anderson  
City Manager  
City of Dowagiac  
100 Chestnut St.  
Dowagiac, MI 49047

Dear Mr. Anderson,

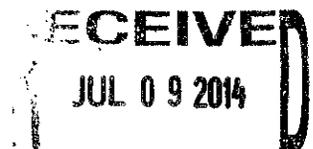
I am writing on behalf of the Dowagiac District Library and the Dowagiac District Library Board to request permission to install an irrigation system on both the 211 Commercial St. property owned by the City of Dowagiac as well as the 206 Main property owned by the Dowagiac District Library.

The library has determined that the installation of this system is in the best interest of the library and the city by ensuring the ongoing health of the lawn and garden on both of these properties. The library has gathered bids for the process, gathered funds and the entirety of the project is capable of being shovel-ready upon approval.

Thank you for considering this request.

Sincerely,

Jacob Munford  
Library Director  
Dowagiac District Library  
211 Commercial St.  
Dowagiac, MI 49047  
269.782.3720



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

**WHEREAS**, the City of Dowagiac leases property to the Dowagiac District Library in compliance with an agreement dated September 2003; and

**WHEREAS**, Exhibit D, Lease of Library, Section 3, requires that the tenant shall be responsible for and pay all of the costs of using, owning, operating, managing, insuring, repairing, maintaining and equipping the premises; and

**WHEREAS**, the Dowagiac District Library has requested permission to install an irrigation system on the leased premises in compliance with the lease agreement.

**NOW, THEREFORE, BE IT RESOLVED** the Dowagiac City Council, by affirmative vote of its City Council, does hereby approve and grant permission to the Dowagiac District Library to install an irrigation system on the leased premises in compliance with the lease agreement.

ADOPTED/REJECTED

**EXHIBIT D  
LEASE OF LIBRARY**

1. This Lease is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between the City of Dowagiac, hereinafter designated as the Landlord, and the Dowagiac District Library, hereinafter designated as the Tenant.
2. In consideration of the rents described below and the covenants and agreements to be performed by the Tenant, and the Landlord under this Lease, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises commonly known as the Dowagiac District Library, located in the City of Dowagiac, County of Cass, Michigan, as more particularly described on attached Exhibit A ("Premises"), for the term beginning from and after the 15<sup>th</sup> day of October, 2003, to and including November 30, 2003.
3. In consideration of this Lease, Tenant shall pay \$1.00 per annum, shall provide public library services in the jurisdictional boundaries of the Tenant, shall provide the Landlord the rights of use and access set forth in Section 8 of this Lease of Library and, in addition the Tenant shall be responsible for and pay all of the costs of using, owning, operating, managing, insuring, repairing, maintaining and equipping the Premises.
4. Without limiting the foregoing, the Tenant agrees as follows:
  - (a) The Tenant shall pay for all gas, water, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the Premises during the term of this Lease, as the same shall become due.
  - (b) The Tenant shall not perform or permit any acts or carry on any practices which may injure the building and structures on the Premises, and shall keep the Premises, or cause the Premises to be kept, clean and free from rubbish, dirt, snow and ice at all times and in full compliance with all applicable laws and ordinances. Landlord agrees to perform snow plowing and lawn maintenance services in the same manner as it performs the services for other City property.
  - (c) The Tenant shall maintain and upkeep the Premises and all fixtures and equipment therein, including all plumbing, sprinkler, heating, air-conditioning, electrical, gas, security and safety and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the Premises in good repair and condition, and shall make all repairs, replacements and upgrades to such Premises' fixtures and equipment.

- (d) During the term of this Lease, the Tenant shall provide comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises, or arising out of the improvement, repair or alteration of the Premises. The limits of such insurance shall be not less than \$1,000,000.00 per occurrence and not less than \$4,000,000.00 in aggregate. The Tenant shall furnish the Landlord a binder renewing the insurance policy at least 30 days before the policy expires. The policy or binder shall name the Landlord as an additional insured and shall provide for at least 30 days' notice to the Landlord of any change in coverage or of cancellation. Tenant shall indemnify and save Landlord harmless from any expenses, claims or liability for any injuries to persons or damages to property that may occur during the term of this Lease directly or indirectly as a result of any act or omission of the Tenant, its employees or agents, provided that the Tenant shall not be required to indemnify or hold harmless the Landlord for any expense, claim or liability for any such injury or damage occurring as a result of the Landlord's sole negligence.
- (e) The Tenant shall be responsible for the risk of loss of all its personal property on the Premises and shall provide fire and extended coverage insurance on Tenant's personal property located in the Premises in amounts reasonably deemed adequate by the Tenant to fully insure such personal property.
- (f) The Tenant shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as it deems necessary.
- (g) The Tenant shall be solely responsible for the provision, maintenance and repair of any exterior and interior signs relating to the use of the Premises.
- (h) The Tenant shall at all times during the term of this Lease keep the Premises insured against loss or damage caused by fire, with extended coverage, boiler and machinery, water damage and windstorm damage, in an amount not less than one hundred percent (100%) of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost without deduction for physical depreciation. Tenant shall name the Landlord as an additional insured for the cost of such insurance.
- (i) The Tenant shall not change the facade of the Premises or undergo any major capital improvements without prior written approval of the Landlord. Neither the Tenant nor Landlord shall be required to make major capital improvements to the Premises.

5. The Tenant and the Landlord covenant not to assign or transfer this Lease under any circumstances without the prior written consent of the other party, which shall not be unreasonably withheld.
6. Subject to the provisions of this subsection (6) being Exhibit D, Lease of Library, it is understood and agreed between the parties hereto: (a) that, except to the extent the Premises or a portion of the Premises are used from time to time by the Landlord as provided in Section 8 of this Lease of Library, Exhibit D, the Premises during the continuance of this Lease shall be used and occupied for providing public library services to the residents in the jurisdictional boundaries of the Tenant and for no other purpose or purposes without the written consent of the Landlord; (b) upon discontinuance of the use of the Premises for public library purposes, this Lease shall forthwith terminate and possession shall be returned to the Landlord; (c) that the Tenant will not use or permit or suffer the use of the Premises for any purpose in violation of any federal or state law, municipal ordinance or regulation, including but not limited to the federal Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act, and (d) that on any breach of this agreement the Landlord may at its option terminate this Lease forthwith and re-enter and repossess the leased Premises. The parties expressly agree that the Tenant may, during the term of this Lease, move the operations of the public library services to a temporary location in order to construct improvements to the Premises.
7. It is understood and agreed that if the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch. The Tenant shall remove its damaged goods, wares, equipment or property within a reasonable time to permit the repair and restoration.
8. The Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary Landlord may demand that the Tenant make the same. If the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue by reason thereof.
9. The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the Premises as provided in this Lease for the term aforesaid.
10. If Tenant shall breach or fail to perform any of the promises and agreements in this Lease, and such failure shall continue, without commencement and diligent pursuit of remedial action, for sixty (60) days after written notice from Landlord,

Landlord may commence such performance at Tenant's cost and expense or terminate this Lease and reenter and repossess the Premises.

11. It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall not be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.
12. One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.
13. Whenever notice of any kind is required under this Lease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with postage prepaid.

CITY OF DOWAGIAC

By:   
Its: Mayor

DOWAGIAC DISTRICT LIBRARY

By:   
Its: Chairman

***CITY OF DOWAGIAC***

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

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

**DATE: July 11, 2014**

**SUBJECT: Fire Services Agreement with Wayne Township**

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In 2013 the City and Wayne Township developed a Memo of Understanding (MOU) that outline a series of terms that would be incorporated into agreements as the proposed water line extension to Nubour Street progressed. We are now at a point were agreements are being drafted that comply with the terms of the MOU and the conditions set by the agency that administers the grant/loan for the project.

The first agreement to come for Council is for fire services. The agreement calls for both the city and township fire departments to be dispatched when there is a fire in the township where city water service is being provided. Additionally, it calls for cooperation to share information with insurance rating agencies so that residents can get the best most favorable homeowners insurance rates that are possible.

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

**RECOMMENDATION**

Approve a resolution that authorizes a Fire Service Agreement with Wayne Township for the Nubour Street Water Service Area.

Support Documents:  
Cover Memo-City Mgr.  
Resolution

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

WHEREAS, in 2013 the City of Dowagiac and Wayne Township entered into a Memo of Understanding (MOU) regarding cooperatively working to develop an extension of a water service to the Nubour Street area, and;

WHEREAS, one of the components of the MOU involved updating the Fire Services Mutual Aid agreements to enhance response to structure fires in a newly established fire district in Wayne Township, and;

WHEREAS, the agreement is consistent with the terms stated in the MOU and has been approved by the Wayne Township Board on July 7, 2014.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the Fire Service Agreement for the Nubour Street Water Service Area, and;

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

ADOPTED/REJECTED

CITY OF DOWAGIAC-WAYNE TOWNSHIP  
FIRE SERVICE AGREEMENT  
NUBOUR STREET WATER SERVICE AREA

WHEREAS, Wayne Township, Cass County, Michigan and the City of Dowagiac, Cass County, Michigan have rendered mutual aid in fire services in the past and are parties to several existing mutual aid compacts and agreements; and

WHEREAS the Township proposes to construct and operate a water supply distribution system serving water users within a particular area of its jurisdiction which is legally described as:

"All of Davis Lane and Nubour Street from Davis Lane to approximately 1,200 feet south of the 90-degree curb to the south on Nubour Street within the Township, adjacent to and eas of the City of Dowagiac, north of Mill Pond"; and

WHEREAS such project will be hereinafter referred to as "Nubour Street Water Service Area"; and

WHEREAS the City and Township have executed a Water Service Agreement dated July 7, 2014 in which the parties agree that the provision of municipal water and fire hydrants to the Nubour Street Water Service Area will increase the firefighting and response capabilities of the fire departments for structural fires and other emergencies in the project area; and

WHEREAS the City of Dowagiac also agreed that the Dowagiac City Fire Department shall be dual-dispatched to all structural fires and emergencies within the Nubour Street Water Service Area so as to allow the residents in the project area to utilize the City of Dowagiac's fire safety rating for homeowner's insurance purposes; and

WHEREAS this MUTUAL AID AGREEMENT is intended to fulfill the parties' obligations contained in the Water Service Contract and is supplementary to all existing Mutual Aid agreements between the parties and other municipal entities; which agreements are maintained in full force and effect; and

WHEREAS Wayne Township wishes to allow the City of Dowagiac fire department to be dual-dispatched to all structural fires occurring in the Nubour Street Water Service Area.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

The City of Dowagiac does hereby agree that its fire department shall be dual-dispatched for any structural fire occurring within the Nubour Street Water Service Area.

IN FURTHERANCE WHEREOF:

1. The City and Township will execute such requests, directives, notifications, maps and reports as may be necessary or required to notify with the Cass County 9-1-1 Dispatch Center in order to effectuate the dual-dispatch status of the City's fire department.
2. The City and Township will follow the established hierarchy of command for response to structural fires occurring in the Nubour Street Water Service Area. It is agreed by the parties that the

first officer on the scene shall function as the incident commander, regardless of which of the two fire departments the officer is employed by.

3. The City and Township shall execute such requests, directives, notifications, maps, and reports as may be necessary or required to notify ISO (and any other national ratings service) of the City's dual-dispatch status and protection area boundary change to include the Nubour Street Service Area so as to allow incorporation of the City's ISO PPC (Property Protection Classification) rating for the service area.

4. The City and Township shall execute such requests, directives, notifications, and reports as shall be necessary or required to advise ISO as to the implementation of water service and infrastructure to the Nubour Street Water Service Area and will provide maps and certifications that may be required in order to effectuate the same.

This agreement was drafted in the State of Michigan and shall be construed in accordance with Michigan Law. The execution of a document entitled "Water Service Agreement" related to the Nubour Street Water Service area shall be a precondition to the execution of this agreement. This agreement shall be effective for the duration of the water service contract and shall be modified except in writing by mutual agreement of the parties.

This agreement was executed on \_\_\_\_\_, 2014 by City Manager Kevin P. Anderson at the direction of the Dowagiac City Council on \_\_\_\_\_, 2014.

\_\_\_\_\_  
Kevin P. Anderson

This agreement was executed on July 7th, 2014 by Wayne Township Supervisor Frank Butts under authority granted by the Wayne Township Board on July 7th, 2014.

Frank L Butts DM  
Frank Butts

**CITY OF DOWAGIAC  
MEMO**

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

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

**DATE: July 10, 2014**

**RE: Domestic And Sexual Abuse Services Contract**

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A resolution is on Monday's agenda to consider a contract with Domestic And Sexual Abuse Services (DASAS) of Three Rivers, Michigan to provide community funding for continuation of DASAS services. These services include emergency housing, crisis intervention, 24-hour telephone support, support groups in the community, prevention programming in the schools, victim outreach, and legal advocacy. Every time our police officers respond to a domestic abuse call, DASAS is notified and they respond immediately to counsel or, if necessary, provide safe shelter. Public Safety Director, Steve Grinnwald, reports that this service provides valuable support for the police department and recommends continuing with this agreement.

The proposed contract requests an amount equal to \$0.25 per resident based on a population of 5,786 representing a total allocation of \$1,446.50.

**RECOMMENDATION**

I recommend approving a contract with Domestic And Sexual Abuse Services to provide community funding for continuation of DASAS services.

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

**WHEREAS,** the Domestic And Sexual Abuse Services (DASAS) provides emergency services, outreach, and advocacy for victims of domestic violence and sexual assault in Cass County and St. Joseph County; and,

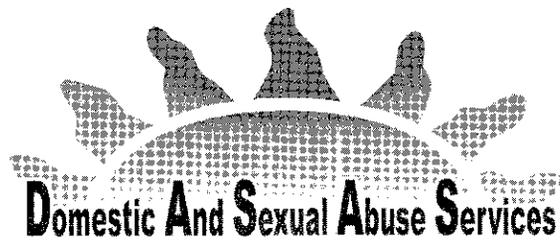
**WHEREAS,** the DASAS relies upon community funding to support its operations and efforts; and,

**WHEREAS,** the City Council of Dowagiac endorses and supports the mission and objectives of the DASAS.

**NOW, THEREFORE, BE IT RESOLVED** that the Dowagiac City Council, by the affirmative vote of its City Council, does hereby approve the attached contract with the Domestic And Sexual Abuse Services to provide funding equal to \$0.25 per resident, based on a population of 5,786 representing a total allocation of \$1,446.50.

**BE IT FURTHER RESOLVED,** the Dowagiac City Council directs the Mayor and the City Manager to be the authorized signatory for execution of the same.

ADOPTED/REJECTED



Domestic And Sexual Abuse Services  
Empowering Victims, Supporting Survivors for Over 20 Years

P.O. Box 402  
Three Rivers, MI 49093

24 hour crisis line: 800-828-2023  
[www.dasasmi.org](http://www.dasasmi.org)

Phone: 269-273-6154  
Fax: 269-273-9465

City of Dowagiac  
241 S Front Street  
Dowagiac, MI 49047

June 27, 2014

Dear Council,

I am writing to request your agreement to enter into a contract with DASAS to help fund our emergency services, outreach and advocacy for survivors of domestic violence and sexual assault and their children. We hope that you will consider supporting our work with a contract for services based on a nominal contribution of (\$.25) per resident.

Our shelter in Three Rivers is a safe house to a number of domestic violence survivors (and their children) who come to escape abuse by their partner. In addition to emergency shelter, domestic violence and sexual assault survivors from both Cass and St. Joseph counties make use of outreach services, support groups, crisis intervention, assistance with obtaining personal protection orders, help navigating the criminal justice system, assistance in applying for Crime Survivors Compensation, and accessing other community resources. We offer many of our services right in your community and at the county courthouses in Cassopolis and Centreville, so that they are easily accessible by those in need.

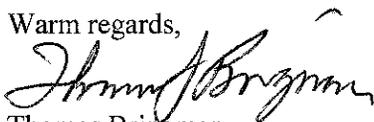
We engage school students with *Healthy Relationships*, our dating violence and sexual assault prevention program, since 1996. Evaluation of this five-hour program has shown that it is effective in changing attitudes and building awareness among young people. If we are to reduce the incidence of domestic violence and sexual assault, we must continue prevention efforts like *Healthy Relationships*.

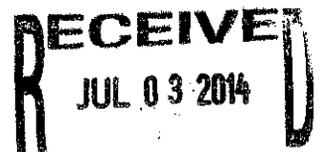
All of our initiatives keep us working 24 hours a day, 365 days a year. Approximately 80% of our funding is state and federal, with the remaining 20% being raised locally. We find that we need to rely more and more on local funding due to state and federal budget cuts.

The value of a contract based on your population of **5786** would be **\$1446.50**. Our board encourages you to approve a contract with DASAS for the fiscal year **2013/2014** for this amount, or any amount you consider to be appropriate for the value of our services to your community. A decision not to participate in this request will in no way affect our willingness to provide services to your citizens.

Please remember that DASAS is a locally-based program addressing one of the biggest social problems in the community when you consider our request. Our Executive Director, Kim Kramer, would be happy to answer questions or schedule a presentation to your board. Please contact her at 269-273-6154 ext. 102. Thank you for your consideration.

Warm regards,

  
Thomas Bringman  
DASAS Board President



Serving Cass, St. Joseph, and Van Buren Counties

AGREEMENT TO PROVIDE SERVICES

This agreement to provide services ("Agreement") is entered into on **July 1, 2014**, between  
the **City of Dowagiac** ("Governmental Agency") and  
Domestic and Sexual Abuse Services, 312 N. Main St., P.O. Box 402, Three Rivers, MI 49093 ("DASAS").

Recitals:

The parties acknowledge that the following recitals are accurate and incorporate them as integral provisions of this agreement.

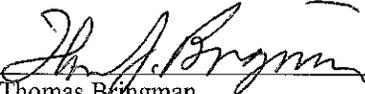
A. DASAS is a nonprofit organization that provides emergency services for victims of domestic violence and sexual assault (and their children). These include emergency housing, crisis intervention, 24-hour telephone support, support groups in the community, prevention programming in the schools, victim outreach, and legal advocacy.

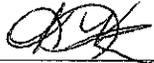
B. Governmental Agency desires to support the funding of DASAS's services.

Therefore, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. **General Terms:** DASAS agrees to provide the services provided in paragraph A of the Recitals section of this Agreement to the residents of the **City of Dowagiac**. Governmental agency agrees to contribute DASAS \$0.25 per resident, based on a population of **5786** representing a total allocation would be **\$1446.50**
2. **Term of Agreement:** The term of this Agreement shall commence on **July 1, 2014**.
3. **Third Parties:** This Agreement is entered into for the benefit of the listed parties, and the general public. The parties agree that any claims under this Agreement against either of the parties from third parties shall be barred. This contract is entered into freely by the listed parties and DASAS will continue to provide services at no cost to clients, regardless of whether the governmental agency enters into this contract. A client is defined as anyone receiving services from DASAS.
4. **Entire Agreement:** This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior agreements.
5. **Modification:** Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties.
6. **Severability:** If any provisions of this Agreement are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force effect as if the illegal or unenforceable parts were deleted.
7. **Governing Law:** This Agreement shall be subject to and governed by the laws of the state of Michigan, and the parties consent to jurisdiction of the Michigan courts over this Agreement and over the parties in any proceeding to enforce this Agreement.
8. **Good Faith Cooperation:** The parties shall in good faith undertake all steps reasonably necessary to facilitate the transaction contemplated in this Agreement and to execute such documents reasonably necessary and customary to carry out the transaction.
9. **Attorney fees:** If any legal proceeding is brought under this Agreement by either party, the prevailing party shall be entitled to recover from the other party all costs in the subsequent litigation, including reasonable attorney fees.

The parties have executed this Agreement on the date and year first written above.

  
Thomas Bringham  
DASAS Board President

  
Kimberly Kramer  
DASAS Executive Director

***CITY OF DOWAGIAC***

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

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

**DATE: July 11, 2014**

**SUBJECT: Property Management Contract**

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Last month City Council authorized the purchase of the mini-storage building on Middle Crossing Road adjacent to Russom Park. This purchase will provide storage for baseball, softball and soccer organizations as well as provide and income stream for purchasing the facility and park maintenance. Closing will occur on July 16, 2014.

It is important that proper management of the facility occurs it is best to have a third party manage the facility on behalf of the city. Parker Property Management is a local company that specializes in managing rental units on behalf of property owners. Highlights from the attached agreement are as follows:

- One year term with automatic renewal.
- Termination can occur with 60 day notice.
- The management fee will be 10% of all collected rents.
- The manager will provide access to an online database so the city can monitor rents, collections and other property information.

**RECOMMENDATION**

Authorize the resolution to enter into an agreement with Parker Property Management for services at ----- Middle Crossing Road.

Support Documents:

Cover Memo-City Mgr.

Resolution

Contract

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

**WHEREAS**, the City Council has authorized the purchase of storage facilities at 28733 Middle Crossing Road that will support the operations of Russom Park, and

**WHEREAS**, it is in the best interest of the City of Dowagiac to have the storage facilities operated by a property management professional, and

**WHEREAS**, the City Manager has negotiated an agreement with Parker Property Management and recommends the approval of said agreement which is attached.

**NOW, THEREFORE, BE IT RESOLVED** that that the City of Dowagiac does hereby authorize the City Manager to execute the attached agreement for property management with Parker Property Management.

ADOPTED/REJECTED

## **PROPERTY MANAGEMENT AGREEMENT**

THIS PROPERTY MANAGEMENT AGREEMENT ("Agreement") is entered into and effective as of July \_\_, 2014, by and between the City of Dowagiac, a municipal corporation organized and operated pursuant to Michigan law ("Owner"), and Parker Property Management, Inc., a Michigan corporation ("Manager"). This Agreement pertains to certain real property located at 28733 Middle Crossing Road, Dowagiac, Michigan 49047 (the "Facility") together with all improvements, fixtures, appurtenances, and equipment located thereon.

WHEREAS, Owner desires to contract with Manager to provide full property management services at the Facility and Manager desires to provide full property management service at the Facility in accordance with the terms of this Agreement.

In consideration of the covenants and agreements below, the parties agree as follows:

**Section 1.0. Definitions.** The following definitions reflect the terms as used in this Agreement:

- 1.1 "Gross Collections" are all amounts actually collected by Manager, as rents or other payments, but excluding Tenant Deposits.
- 1.2 "Lease" is any rental agreement whereby Manager has agreed to let and a Tenant has agreed to accept a Rental Unit or space in the Facility in accordance with the terms of the Lease. The form of Lease entered into by any Tenant must meet the requirements set forth in Subsection 5.1.
- 1.3 "Operating Account" is an account in the Managers name established solely on behalf of the owner.
- 1.4 "Rent" is the monthly amount that a Tenant is obligated to pay Owner pursuant to the terms of a Lease.
- 1.5 "Rental Unit" is a storage unit or space in the Facility rented and to be rented to Tenants.
- 1.6 "Tenant" is one or more persons renting a Rental Unit or storage space in the Facility pursuant to a Lease.
- 1.7 "Tenant Deposit" is any security deposit, cleaning deposit, prepaid rent deposit, or other sum advanced by a Tenant under terms that may require repayment or application against a future liability of such Tenant.

**Section 2.0. Retention and Acceptance.** Owner hereby retains Manager to act as an independent contractor for the management of the facility in accordance with the terms of Agreement, and Manager accepts the retention, subject to the terms and conditions set forth in this Agreement.

### **Section 3.0. Term and Termination.**

3.1 Subject to the provisions of this Section 3.0, this Agreement shall be in force on and effect commencing on July 15, 2014 for a period of one year ending on July 14, 2015. Either party may terminate this Agreement earlier in the event of the breach of any provision of this Agreement. This Agreement may be terminated at any time by mutual dated, written consent executed by both Manager and Owner. The agreement will automatically renew unless a 30 day written notice given in writing by either party of its intent to not renew. After the first year, the contract may be terminated at anytime with a 60 day writing notice by either party.

3.2 This Agreement shall be terminated automatically and immediately upon destruction, condemnation, sale, exchange, or other disposition of the Facility.

3.3 This Agreement shall terminate automatically and immediately upon the occurrence of any of the following circumstances, which shall be considered a breach and/or default:

3.3.1 Manager's filing of a voluntary petition of bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by Manager;

3.3.2 The entry of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating Manager a bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of Manager's assets, and such order, judgment, or decree shall continue unstayed and in effect for a period of Thirty (30) consecutive days; or

3.3.3 The failure of Manager to perform, keep, or fulfill any of its duties or to comply with the covenants, undertakings, obligations, or conditions set forth in this Agreement, and the continuance of any such default for a period of Thirty (30) calendar days after receipt of written notice of such failure, except in the event of Manager's misconduct, in which case no notice shall be required.

3.4 Upon termination of this Agreement for any reason, Manager shall deliver to Owner immediately upon termination or immediately upon Manager's subsequent receipt or acquisition the following with respect to the Facility:

3.4.1 Any Tenant Deposits, Rents and all or other funds belonging to Owner held by Manager; and

3.4.2 All records, contracts, Leases, receipts for deposits, unpaid bills and invoices, and other papers or documents relating to the Facility and its operations.

**Section 4.0 Manager's Warranties, Representations, and Agreements.** Manager warrants, represents, and agrees:

- 4.1 that it is experienced in professional management of property of the character and nature the same as the Facility.
- 4.2 that it is legally authorized to manage property of the same character and nature as the Facility in the state of Michigan.
- 4.3 that it shall manage the Facility in accordance with the highest professional standards for such property.
- 4.4 that it shall offer for rent and shall rent the Rental Units in the Facility in full compliance with all provisions of each Tenant's Lease.
- 4.5 that it shall secure full compliance by each Tenant with the terms of such Tenant's lease and in a manner consistent with the Michigan laws governing the operations of the Facility.
- 4.6 that it is corporation duly organized and in good standing under the laws of Michigan and has the corporate power, authority and legal right to execute, deliver and perform this Agreement, and that the execution, delivery and performance of this Agreement by Manager have been duly authorized by all necessary corporate and shareholder action.

**Section 5.0 Manager Authority and Duties.** Manager has the duty and is authorized to:

- 5.1 Sign all Leases in Manager's name, identified as Manager for Owner, using a standard form lease that shall be pre-approved by Owner.
- 5.2 Collect and deposit all tenant deposits required in accordance with the terms of this Agreement and the terms of each Lease. Manager shall collect, when due, all rents, charges and other amounts receivable (hereinafter collectively referred to as "Receipts") in connection with the management and operation of the Facility. Receipts shall not be commingled with any funds of the Manager and shall be deposited and held in the Operating Account in accordance with the provisions of Section 1.3.
- 5.3 Consult with legal counsel designated by Owner to bring actions for eviction and execute notices to vacate and judicial pleadings incident to such actions; provided, however, that Manager shall keep Owner informed of all such actions and shall follow such instructions as Owner may prescribe for the conduct of all such actions. Reasonable attorney fees and other necessary costs incurred in connection with such actions, as determined by Owner, shall be paid out of the Operating Account. Manager shall properly assess and collect from each Tenant the cost of repairing any damages to a Rental Unit arising during the Tenant's occupancy.
- 5.4 Ensure that the Facility is maintained and repaired in accordance with Owner's specifications and applicable state and local health and building codes. Manager shall, at Owner's expense,

maintain the Facility in a safe and sanitary condition. Manager will ensure that the Facility and surrounding grounds will be kept in a condition acceptable to the Owner, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary. The following provisions shall apply:

5.4.1 Maintenance or repairs carried out by Manager, will be on the basis of cost of materials paid by Manager, plus an hourly rate of Thirty Dollars (\$30.00) per hour, plus mileage reimbursed at the rate allowed by the Internal Revenue Service. No expenses or costs shall be incurred in excess of Two Hundred Dollars (\$200.00) for any single or combination of maintenance or repair incident(s) without the prior written consent of Owner, except in the event of emergencies occurring during nights and weekends which will be billed at a labor rate of Forty-Five Dollars (\$45.00) per hour. Manager may make minor repairs (less than \$200) without consent of owner. However, Manager may not make more than three minor repairs in any one month without consent of owner. Emergencies shall be limited to storm damage, fire, flood, or loss of heat and Manager shall make every effort effect adequate emergency repairs and complete the repairs during regular business hours. In the event of an emergency, Manager shall notify Owner promptly, and in no event later than 72 after the occurrence of the event.

5.4.2 Subject to Owner's prior written approval, Manager shall contract with qualified independent contractors for the maintenance and repair of mechanical systems, and for the performance of repairs beyond the capability of Manager's maintenance personnel. Prior to commencement of any work Manager shall obtain appropriate written evidence of all contractors' liability and worker's compensation insurance. Manager shall secure and credit to Owner all discounts, rebates, or commissions obtainable with respect to purchase, service contracts, and all other transactions on owner's behalf.

5.4.3 Manager shall take such action as may be necessary to comply with any and all orders and requirements of federal, state, county, and municipal authorities and of any board of fire underwriters, insurance companies, and other similar bodies pertaining to the Project.

5.4.4 Notwithstanding the foregoing, the prior written approval of Owner shall be required for any contract or service that exceeds Two Hundred Dollars (\$200.00) for any single one instance for labor, materials, or otherwise in connection with any maintenance, alteration, or repair of the Facility.

5.4.5 Manager shall make arrangements for water, electricity, gas, fuel, oil, sewage, and trash disposal, vermin extermination, telephone services, and other necessary services in connection with operation of the Facility. Subject to Owner's prior written consent as required in Subsection 5.4.4, Manager shall make such arrangements and contracts as are necessary to secure all such utilities and services specified in this Subsection 5.4.5.

5.4.6 Manager shall provide access to an online property management reporting system that shall provide to Owner with an itemized list of tenants, rents and expenses for the property.

5.4.7 All costs or fees of contracts or services arising under the Section 5.0 shall, subject to the approval of Owner, be paid by Manager from funds in the Operating Account.

### **Section 6.0 Manager's Authority.**

- 6.1 Manager's authority is expressly limited to the provisions contained herein, as they may be amended in writing from time to time in accordance with the provisions of this Agreement. Owner expressly withholds from Manager any power or authority to make any structural change in the Facility or to make any other alterations or additions to the Facility or removal of fixtures or equipment therein, or to incur any expense chargeable to Owner, other than expenses related to exercising the express powers granted to Manager by the terms of this Agreement.
- 6.2 Manager shall have the right to engage independent contractors for performance of such of its duties, subject to the provisions of the Agreement, and shall have the responsibility for supervision of the performance of such duties.
- 6.3 Manager shall comply fully with all federal, state, county, municipal and special district laws, ordinances, rules, regulations, and orders relative to the leasing, use, operation, repair, and maintenance of the Facility. Manager shall promptly remedy any violation of any such law, ordinance, rule, or regulation and shall notify Owner by the end of the next business day after Manager becomes aware of any violation for which Owner may be subject to penalty. Manager shall take no action so long as Owner is contesting or has affirmed its intention to contest any such order or requirement.

### **Section 7.0 Manager's Insurance and Indemnification Duties.**

#### 7.1 Insurance.

7.1.1 Manager shall obtain and keep in force such forms and amount of insurance with insurance companies satisfactory to Owner. Such insurance shall include but is not limited to, fidelity insurance, workers compensation insurance, insurance against physical damage (e.g., fire and extended coverage endorsement, boiler and machinery, etc.) and against liability for loss (including loss of income due to business interruption), damage, or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of any part of the Facility. Manager shall provide a copy of such insurance policies, proofs on insurance, binders, declaration pages, and policy endorsements or amendments to Owner immediately at Owner's requests at any time. The insurance requirements under this subsection are attached as Exhibit A.

7.1.2 Owner shall be named as an additional insured under all insurance policies described in Subsection 7.1.1.

7.1.3 Manager shall investigate and promptly furnish to Owner full written reports of all accidents, incidents, losses, claims, and potential claims for damages relating to the Facility, and shall cooperate fully with Owner's insurers, regardless of whether the insurance coverage was secured by Manager, Owner or others.

7.1.4 Manager shall furnish whatever readily available information is requested by Owner for the purpose of obtaining insurance coverage, and shall aid and cooperate in every reasonable way with respect to such insurance and any loss.

7.1.5 Manager shall require that all subcontractors working on or performing services at the Facility maintain, at the subcontractor's expense, workers' compensation insurance, in such amounts as may be required by law from time to time.

## 7.2 Indemnification and Cooperation

7.2.1. Manager agrees to defend, indemnify and save harmless Owner, its City Council and individual Council Members, Mayor, City Manager, employees, officers and agents from and against all claims, investigations, and suits with respect to (i) any alleged or actual violation of state or federal labor, discrimination or other laws pertaining to Manager's employees, it being expressly agreed and understood that as between Owner and Manager, all persons employed in connection with the Facility are employees of Manager, not Owner; or (ii) Manager's breach of this Agreement or its negligence or misconduct. The indemnity obligations contained in this Agreement shall survive the termination of this Agreement.

7.2.2 If any claims, demands, suits, or other legal proceedings that arise out of any of the matters relating to this Agreement be made or instituted by any person against either Owner or Manager, Owner or Manager shall give to each other all pertinent information and reasonable assistance in the defense or other disposition thereof, at its sole expense.

**Section 8.0 Owner's Rights to Audit and Inspect.** Owner reserves the right to conduct or to appoint others to conduct inspection of the Facility premises at any time and examinations, at Owner's expense and without prior notification, of the books and records maintained for by Manager for the operation of the Facility and to perform any and all additional audit tests relating to Manager's activities under this Agreement.

**Section 9.0 Remittance of Funds.** Manager shall deposit immediately upon receipt all Rents, Gross Collections, Tenant Deposits, rebates and all other funds collected from the operation of the Facility, including any and all advance funds, in the Operating Account. Manager shall, at the time of each deposit, immediately report in writing to Owner the total amount of each deposit and subtotals itemized as Rents and Tenant Deposits.

**Section 10.0 Manager Compensation.**

10.1 Upon the date of execution this Agreement, Owner shall pay Manager a one-time start-up fee of One Thousand Dollars (\$1000.00).

10.2 The annual compensation which Manager shall be entitled to receive for management services performed under this Agreement shall be a fee in the amount equivalent to Ten Percent (10%) the Gross Collections deposited in the Operating Account each month.

**Section 11. Notices.** All notices, demands, consents, and reports provided for in this Agreement shall be given in writing and shall be deemed received by the addressee on the third (3<sup>rd</sup>) day after the date of mailing if mailed by United States certified or registered mail, postage prepaid, or on the day delivered if personally delivered at the following addresses:

If to Owner:  
City of Dowagiac  
231 Front St.  
Dowagiac, MI 49047  
Attn: City Manager

If to Manager:  
Parker Property Management, Inc.  
P.O. Box 1  
Dowagiac, MI 49047  
Attention: Robert Parker

These addresses may be changed by giving written notice of such change to the other party.

**Section 12.0 Miscellaneous.**

12.1 Entire Agreement. This Agreement constitutes the entire Agreement between Manager and Owner, and no amendment, alteration, modification, or addition to this Agreement shall be valid or enforceable unless expressed in a dated writing and signed by the parties to this Agreement.

12.2 Waiver. The waiver of or failure to enforce of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed as waiver of such terms and conditions on any future occasion.

12.3 Illegality. If any provision of this Agreement shall prove to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

12.4 Relationship. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee between Owner and Manager, it being the intent of the parties hereto that the relationship created hereby is that of an independent contractor. Nothing contained herein shall be deemed to constitute the Owner and Manager relationship as a partnership or joint venture. Manager and its employees shall at all times be and remain employees of Manager. Nothing contained in this Agreement shall be construed to create or imply an employer-employee, master-servant or principal agent relationship between Owner and any employee of Manager. Manager has sole and exclusive responsibility to hire, terminate, discipline or otherwise control its employees and establish all terms and conditions of employment and the provision of all compensation, vacation time, paid holidays, fringe benefits, workers' compensation coverage, insurance, and retirement/pension benefits, and sole

and exclusive responsibility for all obligations under any contracts of employment, collective bargaining agreements, and for the withholding and payment of all federal and state taxes.

12.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Michigan.

12.6 Dispute Resolution. Owner or Manager may apply to any court of competent jurisdiction for specific performance of this Agreement, for an injunction against any violations of this Agreement as may be permitted under Michigan law. However, for damages claims, the parties agree they will first seek voluntary mediation in the case of any dispute, claim, counter-claim, defense, controversy (collectively, "Disputes") between the parties concerning this Agreement. The mediation shall be conducted under the then existing rules of American Arbitration Association. The mediation shall take place in Dowagiac, Michigan and mediator fees shall be shared equally between the parties. The resolution of the disputes shall be memorialized in writing. If mediation is unsuccessful, any disputes may be submitted in any court with jurisdiction over the dispute.

12.7 Successors and Assigns. This Agreement shall inure to the benefit of and constitute a binding obligation upon Owner and Manager and their respective successors and assigns; provided, however, that Manager shall not assign this Agreement or any of its duties hereunder, without the prior written consent of Owner.

12.8 No Third-Party Beneficiaries. Nothing in this Agreement is intended to benefit any person or entity other than Owner and Manager, and this Agreement shall not be construed to provide any other persons or entities with any rights or remedies against the parties. No one other than Owner and Manager shall be entitled to rely on the implementation or enforcement of any term of this Agreement.

IN WITNESS WHEREOF, this Property Management Agreement was executed and delivered by the undersigned in the date first stated above in this Agreement.

Parker Property Management, Inc.

City of Dowagiac

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

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

## *CITY OF DOWAGIAC*

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

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

**DATE:** July 11, 2014

**SUBJECT:** City Attorney Appointment

---

Chapter 7 of the City Charter identifies the City Attorney as one of the administrative officers of the City of Dowagiac and requires appointment by City Council. It has been the practice of the City to identify and appoint a city attorney for things like ordinance review, purchasing contract review, zoning code enforcement, local real estate and other such matters. Additionally, the City contracts for special legal services for more specialized areas of law such as environmental law and labor law. Traffic and police enforcement issues have been handled by the Cass County Prosecutor.

Over the past several months I have been working with Mitt Drew of Kotz, Sangster, Wysocki, P.C. on the contracts with Wayne Township for the water line extension and several other small contract issues and found him to be professional and responsive. Their home office is out of Detroit, but Mitt is located in Niles. He and the firm do not have other municipal clients in Cass County so conflicts of interest should not arise. The billing rate is \$210/hour and there will be no retainer. We will only be billed for actual hours worked. The City will continue to use other attorneys for work based on their individual specialties.

Attached is a resolution that authorizes a contract service agreement with Mitt Drew of Kotz, Sangster, Wysocki, P.C. for City Attorney services.

### RECOMMENDATION

Authorize the resolution to enter into a contract service agreement with Mitt Drew of Kotz, Sangster, Wysocki, P.C..

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Contract

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

**WHEREAS**, Chapter 7 of the Dowagiac City Charter specifies the Administrative Officers of the City and provides for their appointment; and

**WHEREAS**, the Administrative Officer position of City Attorney is currently vacant; and

**WHEREAS**, the Charter requires the City Attorney to be appointed by and compensation set by City Council; and

**WHEREAS**, the City Manager proposes the appointment of Mowitt S. Drew, III, of of Kotz Sangster Wysocki, PC, to fill the City Attorney vacancy.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by the affirmative vote of its Council, does hereby appoint Mowitt S. Drew, III, of Kotz Sangster Wysocki, PC, as the City Attorney.

**BE IT FURTHER RESOLVED** that the City of Dowagiac does hereby authorize the City Manager to execute the attached Contract Services Agreement with Mowitt S. Drew, III, for City Attorney services.

ADOPTED/REJECTED



**KOTZ SANGSTER WYSOCKI P.C.**  
400 RENAISSANCE CENTER, SUITE 3400 | DETROIT | MICHIGAN | 48243-1618  
(313) 259-8300 | (313) 259-1451 FAX  
[WWW.KOTZSANGSTER.COM](http://WWW.KOTZSANGSTER.COM)

June 30, 2014

**PERSONAL & CONFIDENTIAL**  
**ATTORNEY-CLIENT PRIVILEGED**

Kevin P. Anderson, *City Manager*  
CITY OF DOWAGIAC  
P.O. Box 430  
Dowagiac, MI 49047-0430

**RE: LEGAL ENGAGEMENT AGREEMENT**  
**CITY ATTORNEY – GENERAL LEGAL SERVICES**

Dear Mr. Anderson:

Thank you for selecting Kotz Sangster Wysocki P.C. (“Kotz Sangster”) to represent the City of Dowagiac (“Client”) in connection with the above-referenced matter. The purpose of this letter is to outline our engagement and fee arrangement. Kotz Sangster has agreed to represent Client and will provide all legal services with competence and professional skill, and standards established by the Canons of Ethics and State Bar of Michigan. In performing our services, we will provide our opinion, direction and judgment based upon the law and the factual information that you supply to us. There are, of course, no representations, guarantees or warranties as to the particular results we may be able to obtain. In the event Kotz Sangster is called upon to consult on additional matters beyond the initial scope of our engagement, the terms of this Agreement shall cover the terms of our retention for any such additional matters.

Client hereby employs Kotz Sangster effective June 30, 2014, to render the legal services requested by the Client according to the terms set forth in this Agreement.

For effective representation, Kotz Sangster requires cooperation from Client. Client agrees to provide Kotz Sangster with information and access to files, records and property, as the case may be, in order to provide the legal services for Client. Client further agrees to attend meetings, closings or other events should such attendance be warranted or necessary. Kotz Sangster will keep in close communication with Client about the status of matters and advise Client about legal actions taken that, in Kotz Sangster’s judgment, are advisable or necessary to obtain the discussed result. Client will make and communicate its decisions and determinations as are appropriate and required in connection with this engagement.



**KOTZ SANGSTER WYSOCKI P.C.**

Mr. Anderson  
CITY OF DOWAGIAC  
June 30, 2014  
Page 2 of 4

Client is responsible for the payment of legal fees incurred in connection with our representation of Client. Kotz Sangster's compensation for legal services rendered for the Client ("Fees") will not be based on a fixed or lump sum amount, but rather on an amount based primarily upon time devoted to the Client's matters, including, but not limited to, consultations, conferences, correspondence, meetings, telephone calls, negotiations, factual investigations, document reviews and analyses, legal research and analyses, document preparation and revision, filings, and all other work related to Client's matters. Kotz Sangster's hourly rates may vary; the rates for attorneys working on Client's files are currently billed in the range of \$175.00 per hour to \$410.00 per hour. Kotz Sangster's hourly billing rates are subject to change on or about January 1 of each year. My current rate is ~~\$295.00~~ <sup>210.00</sup> per hour. Any estimates provided by us as to the anticipated fees in this or any other matter will not limit your obligation to pay the actual fees incurred, assuming such actual fees reasonably approximate the estimated fees and further, assuming no significant change in the scope of the work for which the estimated fee was based. Kotz Sangster reserves the right, and the Client acknowledges our right, to utilize, whenever necessary or proper, various members of Kotz Sangster in the representation of Client.

Client shall also be responsible for all out-of-pocket costs ("Costs") Kotz Sangster incurs in connection with the services provided. Costs include, but are not limited to, long distance telephone calls, facsimile charges, photo-copying, computerized legal research, filing fees, process server and court reporter's fees, messenger and courier services, and travel expenses. In the event experts, consultants and/or investigators are necessary, payment obligations will be discussed with you prior to retention of such other parties. Client acknowledges that all of such Costs are the sole responsibility of the Client and, in certain circumstances, the Client will be invoiced directly for some Costs.

Kotz Sangster's billing statements cover Fees and Costs incurred through the last day of the preceding calendar month and are mailed on or about the 10<sup>th</sup> day of each month. Client agrees that the balances stated on monthly billing statements sent by Kotz Sangster are accurate, unless Client notifies Kotz Sangster in writing within thirty (30) days of the date of the billing statement. Client agrees to pay all statements for Fees and Costs no later than thirty (30) days after the statement date. Client also agrees to pay interest at a rate of 1% per month (12% per annum) for all Fees and Costs not paid within thirty (30) days of the billing statement. By signing this letter, you personally agree to guarantee payment of our invoices even if your company is our client.

Client agrees to initially deposit with Kotz Sangster a retainer of \$0.00 upon execution of this engagement letter. It is the standard policy of Kotz Sangster to require payment of an initial retainer amount in advance, to apply against our future invoices for services rendered. This amount will be deposited into a "Trust Account" and you hereby authorize Kotz Sangster to withdraw amounts necessary to satisfy the unpaid balance of any of your invoices. If funds are transferred from Client's Trust Account to Kotz Sangster's general account for payment of Fees and Costs, Client agrees to reimburse Client's Trust Account to restore it to a balance to be

**KOTZ SANGSTER WYSOCKI P.C.**

Mr. Anderson  
CITY OF DOWAGIAC  
June 30, 2014  
Page 3 of 4

determined by Kotz Sangster within seven (7) days of the transfer. Client's retainer deposit is fully refundable to the extent any balance remains after final Fees and Costs are paid.

To the extent that Kotz Sangster holds Client's funds in its Trust Account, either as an advance deposit or for settlement or payment of future Fees, the interest earned on said funds will not be paid to the Client, but to the State Bar of Michigan to fund legal service programs.

Client reserves the right to discharge Kotz Sangster at any time upon written notice to Kotz Sangster. Kotz Sangster also retains the right to withdraw from further representation of Client upon thirty (30) days advance written notice to Client for reasons allowable under the Rules of Professional Conduct of the State Bar of Michigan, including a material failure by Client to honor this Agreement. Further, our representation of Client under the terms and conditions of this Agreement shall automatically cease if your use of our services is inactive for a continuous period of one (1) year. If Kotz Sangster withdraws or is terminated in accordance with the terms of this Agreement, the following provisions govern the rights and duties of the Client and Kotz Sangster:

- (a) Kotz Sangster will reasonably cooperate with Client in order to transfer files to replacement counsel;
- (b) Client agrees to provide Kotz Sangster all stipulations, consents and/or releases reasonably necessary to effect such withdrawal or termination; and
- (c) Client agrees to pay for all legal services rendered and all Costs incurred by Kotz Sangster through the date of termination, including Costs associated with closing and transferring files. This shall occur prior to files being transferred to clients or replacement counsel.

All unpaid accounts and balances due Kotz Sangster and all unbilled amounts up to the date of withdrawal or termination shall be immediately due and payable (after first applying all amounts, if any, held in the Client Trust Account), upon any such discharge.

Any dispute concerning this Agreement shall be determined under the laws of the State of Michigan and subject to personal jurisdiction in the Michigan Courts.

If any provision of this Agreement is invalidated by a final judgment in a court proceeding, or by any other tribunal with jurisdiction, the remaining provisions shall remain in full force and effect so long as they remain consistent with the intent of the parties.

**KOTZ SANGSTER WYSOCKI P.C.**

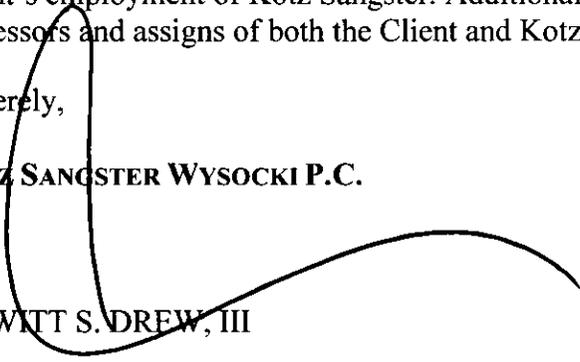
Mr. Anderson  
CITY OF DOWAGIAC  
June 30, 2014  
Page 4 of 4

**PLEASE ACKNOWLEDGE YOUR AGREEMENT TO THE TERMS OF OUR ENGAGEMENT LETTER BY SIGNING THIS LETTER AND RETURNING IT TO ME. OUR REPRESENTATION CANNOT BEGIN UNTIL THE SIGNED COPY OF THIS LETTER IS RETURNED AND WE RECEIVE THE RETAINER PAYMENT.**

No change, waiver or modification of any of the terms of this Agreement shall be effective unless confirmed in writing and signed by the President of Kotz Sangster and signed by Client. This Agreement sets forth the entire Agreement of the Client and Kotz Sangster concerning the Client's employment of Kotz Sangster. Additionally, this Agreement is binding on the respective successors and assigns of both the Client and Kotz Sangster.

Sincerely,

**KOTZ SANGSTER WYSOCKI P.C.**

  
MOWITT S. DREW, III

The terms and conditions set forth above are hereby agreed to:

CITY OF DOWAGIAC

\_\_\_\_\_  
Kevin P. Anderson

Its: City Manager

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

*CITY OF DOWAGIAC*

---

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

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

**DATE:** July 11, 2014

**SUBJECT:** Nuisance Compliant, 305 Pennsylvania Avenue

---

The garage at 305 Pennsylvania Avenue is in very poor condition and Code Enforcement has sent appropriate notices to the owner of record. Repairs have not been made and the next step in the process is for City Council to give public notice in the newspaper and call for a public hearing.

RECOMMENDATION

Adopt a resolution that sets a public hearing for July 28, 2014 to consider whether or not the condition of the garage at 304 Pennsylvania constitutes a public nuisance.

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

**WHEREAS**, the City Council has received and considered a report from the City's Building Official relating to the following-described property and premises within the City of Dowagiac, County of Cass, State of Michigan:

**305 PENNSYLVANIA AVE**

**Tax # 14-160-100-089-00**

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

**WHEREAS**, it appears to the City Council that the condition of the property described above may constitute a nuisance as defined by Chapter 38; Article II, Sections 38-41, 38-42, 38-43 and 38-45, justifying abatement by the City pursuant to the powers granted in Chapter 12 of the City Charter and procedures set forth in Chapter 38 of the Code of Ordinances of the City of Dowagiac; and,

**WHEREAS**, the City Council believes it is warranted in conducting a public hearing and investigation pursuant to such provisions of Chapter 38 of said Code for the purpose of ascertaining and determining for itself whether such condition or conditions exist.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dowagiac will conduct a public hearing and investigation on July 28, 2014 at 7:00 p.m. in the City Council Chambers, Dowagiac City Hall, for the purposes and according to the procedures referred to above; and,

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to:

1. Notify, by certified mail directed to the last known address, persons known to have an interest in the property described above and all property owners thereof according to the most recent City Assessor's records, at least ten (10) days in advance of the date herein set for such hearing and investigation.

2. Cause a notice to be published in the *Dowagiac Daily News* at least ten (10) days in advance of said hearing. Then notice herein required shall include time and place of said hearing and legal description and address of the property involved, and specify in what respects said property may constitute a nuisance within the meaning of Chapter 38, Sections 38-41, 38-42, 38-43 and 38-45.

3. Provide for the recording of such hearings.

ADOPTED/REJECTED



06/09/2014

**PEET, DIANE**  
**305 PENNSYLVANIA AVE**  
**DOWAGIAC, MI 49047**

RE: Exterior Property Violation(s) - DETERIORATED GARAGE

305 PENNSYLVANIA AVE Dowagiac, MI  
Tax I.D. #14-160-100-089-00

Dear Property Owner/Tenant:

In an effort to preserve and improve the quality of Dowagiac's neighborhoods, the Dowagiac City Council adopted several ordinances. Among these is an Exterior Property Maintenance Code.

The purpose of this correspondence is to advise you that at the current time, your property does not comply with the provisions of the Code. During a review of your property, the above referenced condition(s) were found to exist.

1. There is a hole in the garage roof.
2. The roof on the garage is in poor condition
3. The soffit and fascia on the garage is in poor condition.
4. The protective coverings on the garage is in poor condition.

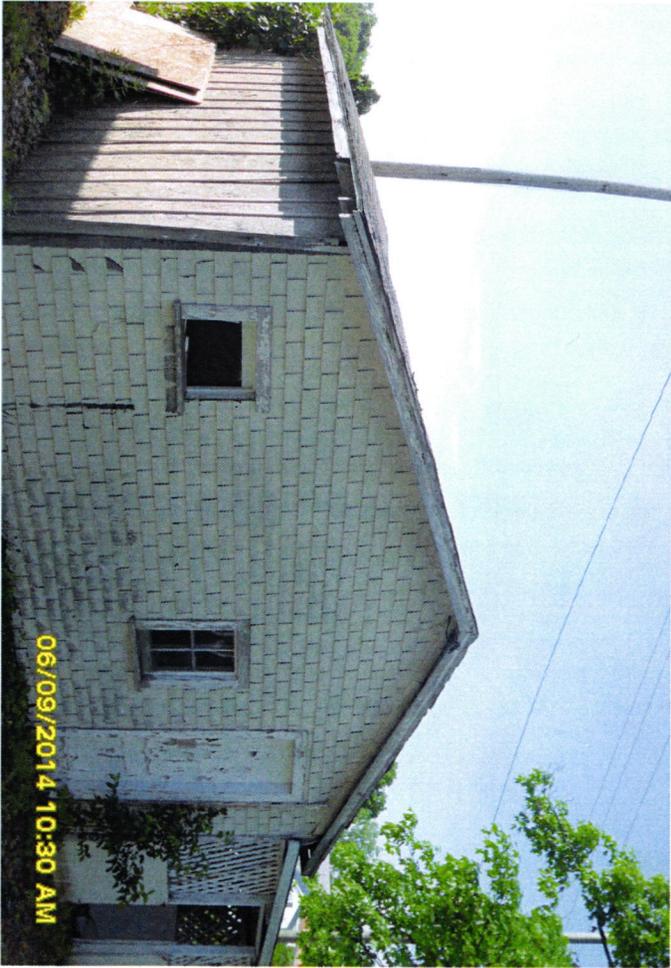
Please be advised that arrangements need to be made to correct this deficiency within the next **30 days from the date of this letter**. If there has been no progress on improving the condition of the garage, the city will hire a local contractor to demolish the structure. If that should accrue all cost will be special assessed to the property.

Your cooperation is appreciated. If you would like to discuss this matter, please contact this office at (269) 782-8427.

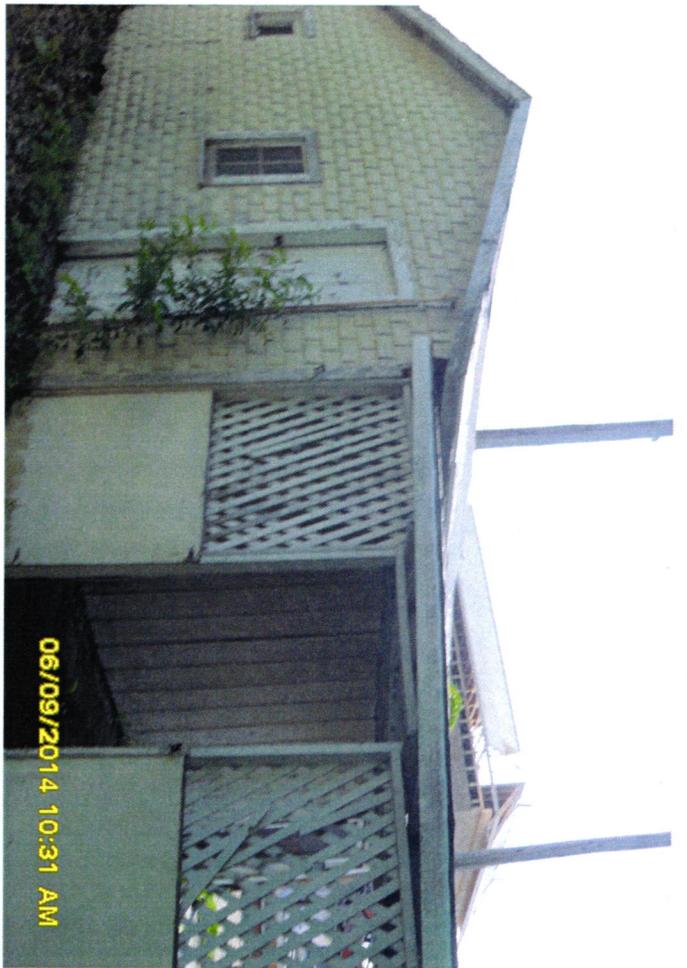
BUILDING DEPARTMENT



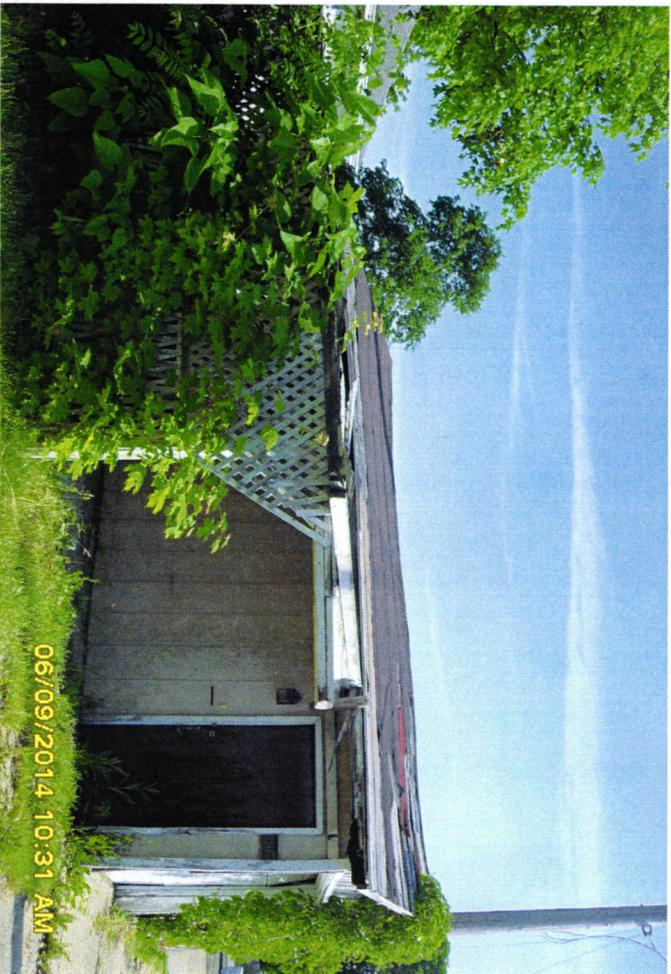
STEVEN ALLEN  
Code Enforcement Officer  
/cd EENF14-0348



06/09/2014 10:30 AM



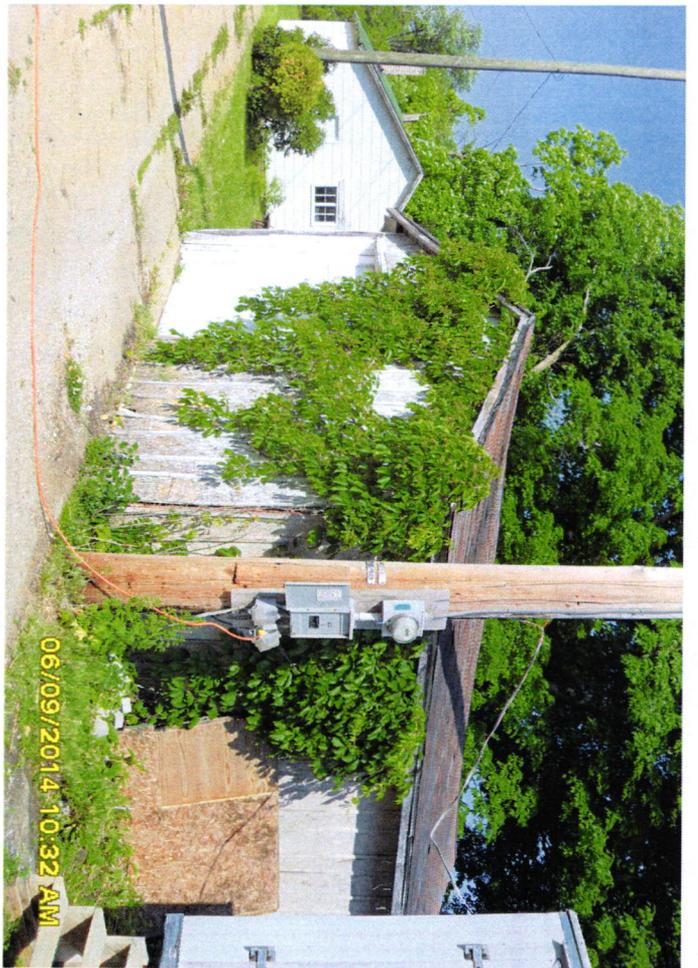
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06/09/2014 10:31 AM



06/09/2014 10:31 AM



## INTER-DEPARTMENTAL COMMUNICATION

**TO:** James Snow, City Clerk

**FROM:** Steven Allen

**RE:** Council Meeting

**DATE:** July 14, 2014

We have two items on the agenda for the upcoming council meeting scheduled for Monday July 14, 2014 at 7:00pm

1. This involves a rezoning request submitted by the Prairie Ronde Realty the property is located at 415 E. Prairie Rounde St. Dowagiac MI. The request is to change from I-2 to PUD.
2. To set a public hearing for comments on the condition of the garage located at 305 Pennsylvania Ave.

415 E Prairie Ronde, Property ID # 14-160-200-664-00

305 Pennsylvania Ave, Property ID# 14-160-100-089-00

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 #20/21 for the period ending 7/10/14:

Invoices:	713,834.33
Payroll:	162,487.78
	<u>124,386.92</u>
Total:	\$1,000,709.03

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

Invoices	Payroll	Total
<u>\$713,834.33</u>	<u>\$162,487.78 (PR20)</u>	<u>\$1,000,709.03</u>
	\$124,386.92 (PR21)	

ADOPTED on a roll call vote.

Ayes:

Nays:

Absent:

Abstain:

Kevin P. Anderson, City Manager

Vendor		Description	Amount
ABSOPURE WATER COMPANY	83230459	BOTTLED WATER - 26461 NUBOUR	64.50
ABSOPURE WATER COMPANY	83230460	BOTTLED WATER/DEPOSIT - 26688 NUBOUR	36.25
ABSOPURE WATER COMPANY	83230445	BOTTLED WATER/DEPOSITS	53.00
ABSOPURE WATER COMPANY	54670321	C & C COOLER RENTAL - 26688 NUBOUR	6.00
ABSOPURE WATER COMPANY	54664770	C & C COOLER RENTAL - 25830 NUBOUR	6.00
ABSOPURE WATER COMPANY	54662193	H & C COOLER RENTAL	8.00
ABSOPURE WATER COMPANY	83264620	BTL WATER/DEPOSITS	34.50
ACCOUNTING CONSULTANTS, PC	6-30-14	CONSULTING SVC THROUGH JUNE 30, 2014	2,655.00
ACCOUNTING CONSULTANTS, PC	6-15-14	CONSULTING SVC THROUGH JUNE 15, 2014	2,295.00
AMERICAN ELECTRIC POWER	044-619-354-0-7	M-62 W LIFT STATION	36.25
AMERICAN ELECTRIC POWER	040-050-210-0-3	VINEYARD PLACE LIFT STATION	36.13
AMERICAN ELECTRIC POWER	049-501-336-1-3	CCWS - VANDALIA TOWER	12.61
AMERICAN ELECTRIC POWER	048-197-857-0-2	MARCELLUS HWY ST LIGHTS	10.03
AMERICAN ELECTRIC POWER	CDOW_201406_01	JUNE 2014 ENERGY	281,768.83
APX, INC	2551	MIREC'S - LOAD BASED FEE	56.28
AUSRA EQUIPMENT & SUPPLY, INC	IN79166	BEACON LITE #80	174.00
BORGESS LEE MEDICAL GROUP	061814	PRE-EMPLOYMENT DRUG SCREEN	95.00
BRADFORD, JARRID	287248950627	CELL PHONE REIMBURSEMENT	60.00
BRADY, TOM	6-29-14	SIDEWALK AT 407 OAK ST	1,800.00
C WIMBERLY AUTOMOTIVE GROUP (GM)	175885	OIL CHANGE - PD V#131	42.75
CASS CNTY TRANSPORTATION AUTHORITY	1800	DISPATCHING SERVICES - JUNE 2014	3,131.13
CASS COUNTY INFORMATION SYSTEMS	TA-14-16	PROPERTY TAX ADMIN FEES	11,345.78
CENTRAL ELEVATOR COMPANY, INC	56619	QUARTERLY INSPECTION	134.00
CINTAS LOCATION #336	336-05625	MATS & UNIFORMS	90.69
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	401.60
CINTAS LOCATION #336	336-07833	MATS & UNIFORMS	446.76
CITY OF DOWAGIAC	7-10-14	PURCHASE OF 28733 MIDDLE CROSSING	108,610.12
CIVIC SYSTEMS, LLC	CVC11853	SEMI-ANNUAL SUPPORT FEE	287.00
CLARK HILL PLC	544462	CLARK LOT LEGAL SERVICES	102.50
COFFEY, ROBIN	6-24-14	MILEAGE REIMBURSEMENT	8.96
COFFEY, ROBIN	6-19-14	MILEAGE REIMBURSEMENT	8.96
COMCAST	8771402380126332	INTERNET SERVICE - FIRE DEPT	69.90
COMFORT INN	7-8-14	WIGGINS RESERVATION - CONFIRMATION #349	787.45
COMMUNITY ANSWERING SERVICE	262806232014	DISPATCHING SERVICE	186.20
CONSUMERS CONCRETE CORPORATION	132417	TUBES - PLAYGROUND EQUIPMENT RUSSOM PAR	172.90
CREATIVE VINYL SIGNS	26821	FARMER'S MARKET BANNER	60.00
DIVISION TIRE AND BATTERY, INC	719430	TIRE CHANGE - CODE CAR	17.50
DIXON ENGINEERING, INC	14-7836	WARRANTY INSP-RUDOLPHI TOWER	1,700.00
DOUBLEDAY OFFICE PRODUCTS, INC	153355I	OFFICE SUPPLIES	39.15
ELMER'S LOCKSMITH	6688	PENN TOWNSHIP WELL HOUSE	61.00
ELMER'S LOCKSMITH	6709	REPAIR VARIOUS CITY HALL LOCKS	92.30
FERRIER, PENNY M	7-3-14	MUSEUM CLEANING SERVICE JUNE 1 - JUNE 3	314.50
FLEETMATICS USA, LLC	IN277964	VEHICLE TRACKING SERVICE	40.00
FLINT'S AUTO REPAIR	060914-220	DART 220 BRAKES	1,111.00
FORREST FIN, LLC	13	115 SOUTH FRONT ST	4,500.00
FRONTIER	2311890797040103	PHONE SERVICE ENDING 6/20/14	1,787.51
GALLS, INC	002067121	YEARS OF SERVICE PINS - FIRE DEPT	45.60
GLOBAL TELEMATIC SOLUTIONS, LLC	15342	VEHICLE TRACKING SERVICE	220.00
HAAS ALARMS AND SERVICE, INC	060904	TROUBLESHOOT FIBER CONN	140.00

Vendor		Description	Amount
HACH COMPANY	8899389	WWTP LAB SUPPLIES	294.38
HALE'S HARDWARE, INC	C75763	SUPPLIES & BLDG MTCE - FIRE DEPT	30.51
HALE'S HARDWARE, INC	C75896	LIGHT CONTROL - COMMERCIAL ST LIGHTS	15.51
HALE'S HARDWARE, INC	A10686	WWTP TANK REPAIR	19.98
HALE'S HARDWARE, INC	C76863	CLR BATH CLEANER	33.90
HALE'S HARDWARE, INC	B54240	FASTENERS - BANNER POLS	6.00
HALE'S HARDWARE, INC	C73546	PAINT - BLOWER BUILDING WWTP	45.46
HALE'S HARDWARE, INC	C74013	LYSOL & BOIL DRAIN FOR CEMETERY WATER R	49.97
HANSON BEVERAGE SERVICE	923555	LAB WATER - WWTP	50.00
HANSON BEVERAGE SERVICE	934718	WWTP - LAB WATER	40.50
HARDIN, R WAYNE	7-2-14	BUILDING INSPECTIONS 6-1 TO 6-30-14	609.80
HARDING'S MARKET, INC	7-2-14	FD SUPPLIES	42.36
HARMON AUTOGLASS	4423-421067	REPLACE WINDSHIELD - PD V#6002	280.42
HARMON AUTOGLASS	4423-421068	WINDSHIELD REPAIR - PD V#6001	60.00
HARMON AUTOGLASS	4423-421069	WINDSHIELD REPLACEMENT - PD V#121	219.52
HARTLINE, BOBBIE JO	6-30-14	CONSULTATION WORK JUNE 2014	918.00
HI-TECH SMR COMMUNICATIONS	17991	RADIO REPAIR - FIRE DEPT	130.00
HI-TECH SMR COMMUNICATIONS	17996	BASE RADIO SYSTEM	90.00
HOLIDAY INN EXPRESS & SUITES	6-25-14	LODGING - RAD INSTRUCTOR (CONFIRMATION	231.75
HOLOCENE ENVIRONMENTAL LLC	220	REMOVAL OF UST AT 310 S FRONT ST	1,099.00
IAPE	LI408963	PROPERTY/EVIDENCE TRAINING - MURRAY	325.00
IBEX INSURANCE AGENCY	07-01-14	HEALTH INSURANCE PREMIUM-07/14	46,868.99
INTERNET BUSINESS SOLUTIONS, INC.	14508	MONTHLY WEBSITE MTCE	39.95
INTERSTATE BATTERY	40017553	LIFT STATION BATTERIES	99.80
IQM2 INC.	7073	MINUTE TRAQ MO SUBSCRIPTION	349.00
JACKSON TIRE CO.	3190-15	#JD2155 - TUBE REPAIR	21.00
JOHN & CURT'S BRAKE & ALIGNMENT	6-18-14	PD V#131 - BRAKES	141.99
JOHN & CURT'S BRAKE & ALIGNMENT	6-17-14	PD V#6002 - BRAKES	141.99
JOHN & CURT'S BRAKE & ALIGNMENT	6-27-14	BRAKES - PD V#132	146.90
JUDD LUMBER COMPANY, INC	1407-611516	GLV NIPPLE/90 ELBOW GLV (#7)	9.28
JUDD LUMBER COMPANY, INC	1406-609775	LEAF RAKES	77.94
JUDD LUMBER COMPANY, INC	1406-609607	CLEAR POLY FILM	25.99
JUDD LUMBER COMPANY, INC	1407-611729	OFFICE/BUILDING KEYS	7.96
KENT RECORD MANAGEMENT, INC	0046677	SHREDDING SVC 6-1-14 TO 6-30-14	30.00
KOONTZ-WAGNER CONST SERVICES LLC	126568-18	CREW SUPERVISION 5/21-6/17	568.00
KOONTZ-WAGNER CONST SERVICES LLC	170196 RI	SHORTING BLOCK	49.20
KOONTZ-WAGNER CONST SERVICES LLC	170195 RI	AMP METERS & SWITCHES	1,124.80
KOONTZ-WAGNER CONST SERVICES LLC	170194 RI	ELECTRO SWITCH	481.40
KOONTZ-WAGNER CONST SERVICES LLC	170193 RI	ENCLOSURES	3,176.00
KOTZ SANGSTER WYSOCKI P.C.	6-10-14	LEAGAL SERVICES - WAYNE TOWNSHIP WATER	403.20
LABOR ARBITRATION INSTITUTE	6-27-14	LABOR LAW TRAINING - GRINNEWALD/BRADFOR	650.00
LAKELAND HEALTHCARE	6-11-14	DRUG SCREEN - TIM RUFF	20.00
LEADER PUBLICATIONS, INC	102224	MISC PUBLICATIONS	269.00
LIFELOC TECHNOLOGIES, INC.	0181961-IN	PBT MOUTHPIECES	33.00
LIFELOC TECHNOLOGIES, INC.	0179666-IN	PBT	129.00
MEASUREMENT SPECIALTIES, INC	496002	TRANSDUCERS FOR SISTER LAKES	3,150.99
MERIDIAN TITLE CORP	7-8-14	PURCHASE OF 307 PENN	71,666.55
MI COMMUNITY ACTION AGENCY ASSOC	7-1-14	EU-MONTHLY PYMT ALLOCATION JULY 2014	11,408.42
MI MUNICIPAL RISK MANAGEMENT	M0001210	AUTO/LIABILITY INS-QTRS ENDING 7-1-14 T	71,605.00

Vendor		Description	Amount
MI MUNICIPAL RISK MANAGEMENT	R0001210	RETENTION FUND CONTRIBUTION 7-1-14	10,000.00
MICHELS, DOUGLAS	4518	REIMBURSEMENT - LUNCH FOR JUNIOR FIRE A	190.80
MICHIGAN RURAL WATER ASSOCIATION	MB2014-0132	2014-15 MEMBERSHIP DUES	590.00
MICHIGAN STATE POLICE-CASHIERS OFC	551-419799	SOR FEES	60.00
MICHIGAN STATE POLICE-CASHIERS OFC	551-419942	HOMICIDE TRAINING - WIGGINS	130.00
MIDWEST ENERGY	3503301	CCWS-WATER TOWER	1,026.83
MIDWEST GOLF & TURF	106941	#06CT - GOVERNOR ASSEMBLY	867.01
MTL, INC	15635	MOWING RUSSOM PARK	710.00
NASH SERVICES, INC	6-25-14	VEH #FD 240 REPAIRS	459.93
NRPC-AMTRAK	032833	RENT ADJ - AERIAL OCCUPANCY LEASE	32.64
NYE UNIFORM COMPANY, INC	468628	UNIFORMS-EVANS	225.25
OIL CAN ALLEY	33000	OIL CHANGE - #1	37.95
PETTY CASH	06-24-14	PD PETTY CASH REIMBURSEMENT	59.27
PETTY CASH	7-10-14	PETTY CASH REIMBURSEMENT	171.30
POWER LINE SUPPLY, INC	5835549	LENS/PHOTOCONTROL - STOCK	428.95
POWER LINE SUPPLY, INC	5837701	CABLE CLEANER	108.67
POWER LINE SUPPLY, INC	5840217	SUPPLIES - DIE (ELE DIVISION)	66.15
POWER LINE SUPPLY, INC	5834600	POLES - STOCK	3,089.00
PRAIRIE RONDE REALTY	2245	JULY RENT-DART	150.00
PRECISION DATA PRODUCTS	I0000411522	FIBER MEDIA CONVERTOR	416.50
PRECISION DATA PRODUCTS	I0000412322	TONER	90.43
PRECISION DATA PRODUCTS	I0000412572	NETWORK SWITCH - FIRE STATION	183.95
PREFERRED PRINTING, INC	27101	WINDOW ENVELOPES - TAX INFORMATION	140.00
QUILL CORPORATION	3742418	FILE RACK/TAPE/POST-ITS	64.42
REAL PRO SOLUTIONS, LLC	LM2116	BLIGHT MOWING	116.00
REAL PRO SOLUTIONS, LLC	HB1389	BOARD UP OF HOUSE 200 THICKSTUN	100.00
REAL PRO SOLUTIONS, LLC	LM2119	CCWS - MOW PENN PUMP HOUSES	90.00
REAL PRO SOLUTIONS, LLC	LM2118	CCWS - MOW VANDALIA TOWER	70.00
REAL PRO SOLUTIONS, LLC	LM2115	COMMERCIAL & CENTER MOWING	718.25
REAL PRO SOLUTIONS, LLC	LM2128	BLIGHT MOWING	29.00
REAL PRO SOLUTIONS, LLC	LM2123	BLIGHT MOWING	145.00
REAL PRO SOLUTIONS, LLC	LM2125	BLIGHT MOWING	29.00
REAL PRO SOLUTIONS, LLC	LM2122	BLIGHT MOWING	58.00
REAL PRO SOLUTIONS, LLC	LM2126	CITY LOTS MOWING BILL	290.00
REAL PRO SOLUTIONS, LLC	LM2131	BLIGHT MOWING	159.50
REAL PRO SOLUTIONS, LLC	LM2129	BLIGHT MOWING	58.00
REAL PRO SOLUTIONS, LLC	LM2124	MOW - COMMERCIAL CENTER ROW	400.00
REAL PRO SOLUTIONS, LLC	LM2134	BLIGHT MOWING	188.50
RIETH-RILEY CONSTRUCTION COMPANY	7169811	ASPHALT	106.96
RIETH-RILEY CONSTRUCTION COMPANY	7169803	ASPHALT	106.96
RIETH-RILEY CONSTRUCTION COMPANY	7169783	ASPHALT	92.66
RIETH-RILEY CONSTRUCTION COMPANY	7169766	ASPHALT	209.68
ROHDY'S HEATING & COOLING, LLC	0000004472	COOLING MTCE/SAFETY CHECK - CH	525.00
ROMAN, KEVIN	6-23-14	MILEAGE REIMBURSEMENT (8 DAYS)	515.28
RUBY WOLVERTON	6-17-14	REIMBURSE SEWER RODDING	225.00
SAYLOR, SCOTT	000001	MOW-METERING STATION	30.00
SAYLOR, SCOTT	000002	MOW-TELEGRAPH SUBSTATION	30.00
SAYLOR, SCOTT	000003	MOW-POPLAR SUBSTATION	50.00
SAYLOR, SCOTT	000004	MOW-RUDOLPHI WATER TOWER	45.00

Vendor		Description	Amount
SAYLOR, SCOTT	000005	MOW - WWTP GROUNDS	175.00
SAYLOR, SCOTT	000001	MOW - METERING STATION	30.00
SAYLOR, SCOTT	000002	MOW - TELEGRAPH SUBSTATION	30.00
SAYLOR, SCOTT	000003	MOW-POPLAR SUBSTATION	50.00
SAYLOR, SCOTT	000004	MOW - RUDOLPHI WATER TOWER	45.00
SCHERR, ROZANNE	6-26-14	COMMUNITY BUILD & CITY HALL SUPPLIES	264.77
SCOTT'S CUSTOM LAWN CARE	000001	MOWING - METERING STATION	30.00
SCOTT'S CUSTOM LAWN CARE	000002	MOWING - TELEGRAPH SUBSTATION	30.00
SCOTT'S CUSTOM LAWN CARE	000003	MOWING - POPLAR SUBSTATION	50.00
SCOTT'S CUSTOM LAWN CARE	000004	MOWING - RUDOLPHI WATER TOWER	45.00
SCOTT'S CUSTOM LAWN CARE	000005	MOWING - WWTP GROUNDS	175.00
SEMCO ENERGY GAS COMPANY	0149138.502	GAS SVC MUSEUM 5/5 TO 6/4/14	48.73
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SVC 5/15 - 6/16/14	12.44
SHARE CORPORATION	879486	AEROSOL/TAR REMOVER/SHOP TOWELS/TP	760.29
SILVER CREEK TOWNSHIP	427612	RUSSOM PARK - REIMBURSE TOWNSHIP	200.34
SIMMONS TREE & LAWN	7-1-14	MOW/TRIM CITY FACILITIES & PARKS	10,260.00
SIMPSON, KEN	140710	ELECTRIC INSPECTIONS 6-1-14 TO 6-30-14	976.60
SKIBBE BUSINESS & TAX SERVICE	4-10-14	REIMBURSE SEWER RODDING	225.00
SLEEP INN & SUITES	7-8-14	MURRAY RESERVATION - CONFIRMATION #3491	140.00
SOUTH BEND UNIFORM	1735	VEST - BEHNKE & TOXOPEUS	1,191.00
SOUTH BEND UNIFORM	1736	VEST - ROMAN	595.50
SOUTH BEND UNIFORM	11849	UNIFORM-FRY	182.85
SOUTH BEND UNIFORM	11846	UNIFORM-LAYLIN	54.95
SOUTHWESTERN MICHIGAN COLLEGE	6-26-14	SMC FITNESS CENTER USE	1,500.00
STATE OF MICHIGAN	6-24-14	REGISTRATION FEE FOR UNDERGROUND STORAG	100.00
STATE OF MICHIGAN	ME-0200312	SALES & TAX-JUNE 2014	13,835.67
STATE OF MICHIGAN-ECONOMIC DEV	7-1-14	CDBG IND PK GRANT REPAYMENT	6,345.88
STATE OF MICHIGAN-MDOT	SE 367448	TRAFFIC SIGNAL ENERGY	289.46
TELEDYNE ISCO, INC	S020040556	SAMPLER HOSES - WWTP	299.40
THE RIDGE COMPANY	570090	HEX SOCKET	3.44
THE RIDGE COMPANY	571579	POWER STEERING FLUID UNIT 2-60	2.99
THE RIDGE COMPANY	570379	WIPER BLADE - FD VEH #2-21	15.98
THE RIDGE COMPANY	571931	ADAPTER/FUEL FILTER #7	22.25
THE RIDGE COMPANY	572032	ANTI-FREEZE AND FUSE HOLDER FOR #7	130.05
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT 5-19-14 TO 6-1	60.00
TURF SERVICES	33948	IRRIGATION REPAIR - ROTARY PARK, BB & S	420.99
UNDERGROUND PIPE & VALVE, INC	7001115	SEWER STOCK MATERIAL	505.00
UNUM LIFE INSURANCE CO OF AMERICA	07-01-14	LIFE INSURANCE-07/14	1,044.49
USA BLUEBOOK	372757	CHEMICAL PUMP PARTS	283.93
USA BLUEBOOK	372460	TANK & GRATE CLEANING SUPPLIES	110.90
VAN BUREN/CASS CO HEALTH DEPT	6-18-14	SEWER CREW HEP B SHOTS	188.00
VERIZON WIRELESS	9727518019	AMERIWOOD MODEMS	24.21
VERIZON WIRELESS	9727518000	TABLET - MONTHLY FEE	146.18
VERIZON WIRELESS	9727507858	MIFI CARD - MONTHLY SUBSCRIPTION (ELECT	393.65
VERIZON WIRELESS	9727319911	VERIZON WIRELESS MONTHLY INVOICE (CELL	687.09
WAINWRIGHT, EDDIE	7-7-14	PLUMB/MECH INSPECTIONS JUNE 2014	757.20
WAINWRIGHT, EDDIE	7-9-14	CCWS INSPECTIONS 5/20/14 - 6/19/14	1,550.00
WASTE MANAGEMENT OF MICHIGAN	7351858-2529-7	WWTP SLUDGE DISPOSAL	2,776.00
WIGGINS, DANIEL	06-16-14	MILEAGE REIMBURSEMENT	23.73

Vendor		Description	Amount
WIGGINS, DANIEL	6-18-14	COURT MILEAGE	9.04
WIGGINS, DANIEL	6-30-14	911 HOMICIDE CALL TRAINING - MILEAGE AN	138.83
WIGHTMAN & ASSOCIATES, INC	47332	CASS AVE BRIDGE - LOAD RATING	155.51
WIGHTMAN & ASSOCIATES, INC	47326	PROF SVCS - WWTP CHLORINATION PERMIT	60.00
WOODLANDS BHN	06-26-14	PUBLIC ED. CASS COALITION - TALK, THEY	200.00
ZBATTERY.COM, INC	I166556	BATTERIES - FIRE DEPT	45.10
		Total:	<u>713,834.33</u>

***CITY OF DOWAGIAC***

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

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

**DATE: July 11, 2014**

**SUBJECT: Ordinance Amendment – First Reading**

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An ordinance is on Monday's agenda for first reading to amend Section 22.5 (C)(6), Map of Chapter 22, Changes and Amendments, of the Dowagiac City Code. The purpose of this amendment is for the rezoning of 415 E. Prairie Ronde.

The owners have requested for property rezoning at the above-noted property from the I-2 Heavy Industrial District to a Planned Unit Development (PUD). The zoning is intended to better reflect the multiple uses that are growing at this location.

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

Second reading of the ordinance amendment can be on the July 28, 2014 City Council agenda.

**RECOMMENDATION**

Approve the first reading of the ordinance amendment for the purpose of rezoning 415 E. Prairie Ronde from the I-2 Heavy Industrial District to a Planned Unit Development (PUD).

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

**ORDINANCE NO. \_\_\_\_\_, 2014**

**ORDINANCE-----**

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

THE CITY OF DOWAGIAC ORDAINS:

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

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

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

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

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

\_\_\_\_\_  
James E. Snow, City Clerk

Planning Commission  
Resolution #  
July 7, 2014\_

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

**WHEREAS**, the City of Dowagiac has received a request from, Dowagiac, Michigan for the rezoning of The Business Center located at 415 E Prairie Ronde , and;

**WHEREAS**, the rezoning request involves changing the zoning classification of I-2 from the "I-2" to the "PUD," and;

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

**WHEREAS**, on July 7, 2014, the Planning Commission conducted such a public hearing in complete compliance with the terms and provisions of Article IX, Chapter 94 of the compiled Dowagiac Code and in full compliance with the Open Meetings Act, and;

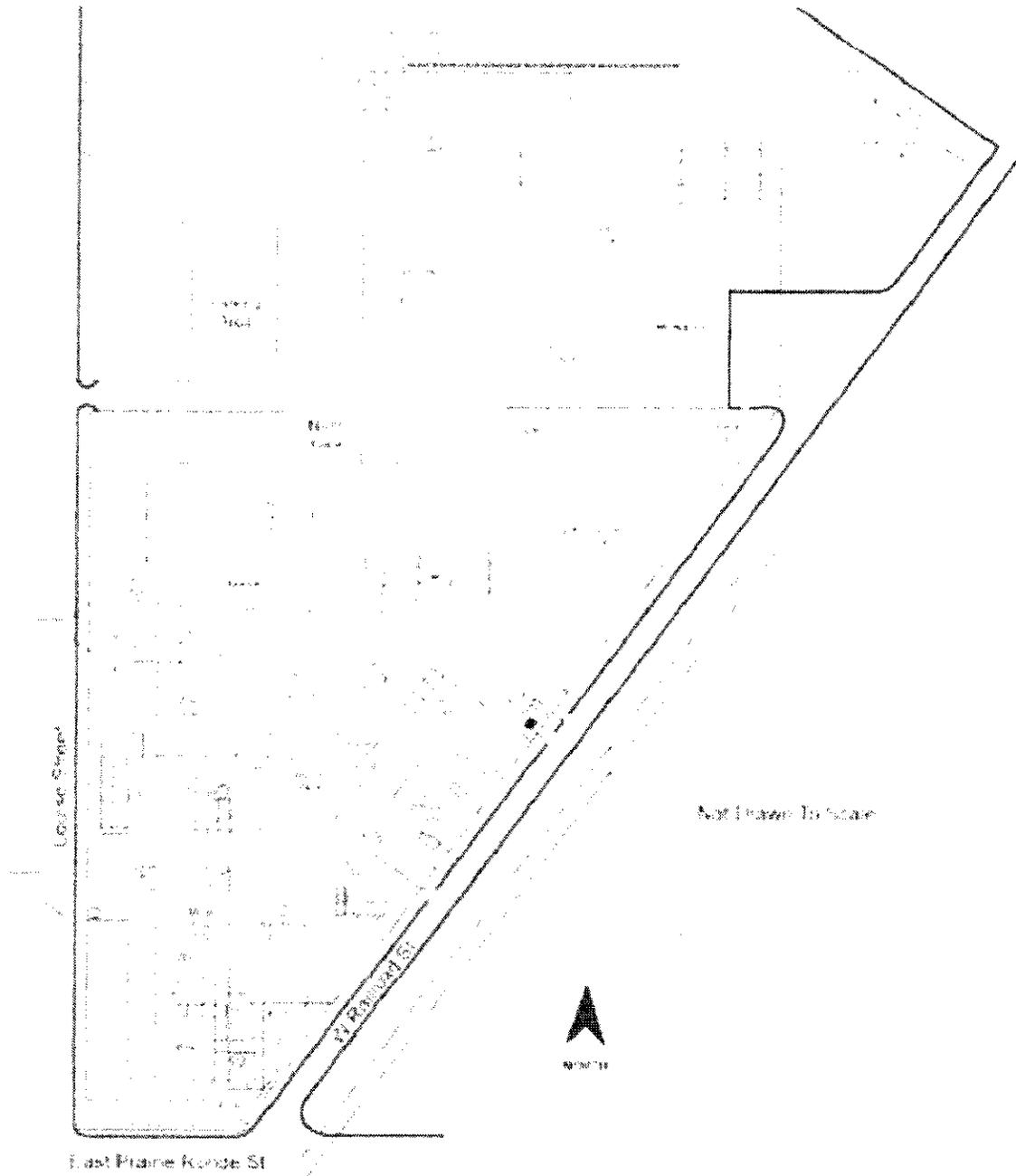
**WHEREAS**, having now reviewed all of the pertinent information subject to this rezoning request, it is most appropriate that the Planning Commission recommend to the Dowagiac City Council that the property legally described on Appendix "A" be designated as "PUD" in accordance with Article IX, Chapter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

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

ADOPTED/REJECTED

# The Business Center of Southwestern Michigan

Exhibit A:





# REZONING PETITION

CITY OF DOWAGIAC

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

### Guidelines of the rezoning petition process:

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

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

### 1. IDENTIFICATION

Cash  Credit/Debit Card  Check # 1263  
(checks payable to City of Dowagiac)

Applicant Name: Prairie Ronds Realty Co. Telephone # 269-782-2141 x3343

Mailing Address: 415 E. Prairie Ronds St.

City: Dowagiac State: MI Zip: 49847

Signature: [Signature]

Agent for Owner Name: Brian DeLong Telephone # 269-782-2141

Mailing Address: Same

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

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

### 2. PROPERTY LOCATION: Property Address 415 E. Prairie Ronds St. Lot # \_\_\_\_\_

Property Tax # 14-160- 200-664-00

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

DW 1645, 1693-5, 238, 238F, 238I, 238D. COM 414.8 FT W & 66 FT N OF CEN SEC 31, TH S 35 DEG 52'38"W 40.73 FT, W 186.57 FT, N 0 DEG 39'27"W 918.86 FT, E 132 FT, N 0 DEG 39'27"W 208 FT, W 132 FT, N 0 DEG 39'27"W 194 FT, W 8.04 FT, N 0 DEG 33'12"W 75 FT, E 140.26 FT, N 0 DEG 33' 12"W 90 FT, W 140.26 FT, N 0 DEG 33'12"W 783.79 FT, S 89 DEG 55'28"E 627.11 FT, S 0 DEG 45'32"E 675.18 FT, S 54 DEG 26'25"E 595.92 FT, S 35 DEG 52'38"W 1498.23 FT TO BEG. CONTAINING LOTS 9 10 19 20 21 22 23 36 37 38 & 39 MC MASTERS ADD & LOTS 52-63 72-78 89-94 & 103-112 DR MC MASTERS 2ND A

**4. CURRENTLY ZONED**

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

**PROPOSED ZONING**

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

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

*Use will continue to be I-2 and I-1 districts. In addition, we would like to include activities listed in the C-1 through C-3 districts that do not violate our deed restrictions.*

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

*City of Dowagiac*

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

*The storm water drainage system in place will not change.*

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

See Attached Narrative for explanation of land use plan.

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

NONE

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

NONE

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

ATTACHED TO DOCUMENT *Deed Restrictions*  
*Building Print*

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 of discussing collective bargaining negotiations; and

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

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

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

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk