



REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, July 25, 2016, 7:00 p.m.

AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -Mayor Donald D. Lyons
- ROLL CALL -Mayor Donald D. Lyons
-Mayor Pro-Tem Leon Laylin
-Councilmember Charles Burling
-Councilmember James Dodd
-Councilmember Danielle Lucas
-Councilmember Lori Hunt
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – July 11, 2016
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- RESOLUTIONS –
1. Resolution authorizing Steve Arseneau, Dowagiac Area History Museum Director, to apply for a Michigan Humanities Council grant in the amount of \$12,100 for the development of a project spotlighting Dowagiac's history with "Orphan Train."
 2. Resolution to authorize an addendum to the Cass/Van Buren Emergency Services Authority Agreement with Coloma Emergency Ambulance dba/Pride Care Ambulance to include additional properties within Keeler Township.
 3. Resolution introducing the final form resolution to accept an offer for the conveyance of property at 504 Keene, parcel number 14-160-300-727-00, to Tony Danneffel for \$3,000.00 at the August 22, 2016 regular City Council meeting.
 4. Resolution to authorize the final form resolution to sell the property referred to as Parcel Number 14-160-100-270-00, on the 400 Block of Johnson Street to Willie and Arquillia Lewis.

5. Resolution to authorize the payment of bills:

| <u>BILLS</u> | <u>PAYROLL</u> | <u>TOTAL</u> |
|--------------|----------------|----------------|
| \$872,288.83 | \$201,263.73 | \$1,073,552.56 |

ORDINANCES-

1. 2nd reading of an ordinance to amend Chapter 82, Utilities;, Section 7 “Service Deposits”, Sub-paragraph (4) to eliminate duplicate language and correct a typographical error.

COMMENTS FROM CITY OFFICIALS –

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 1

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

Mayor Lyons led the Pledge of Allegiance to the flag.

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

ABSENT: None

STAFF: City Manager Kevin P. Anderson.

Councilmember Dodd moved and Councilmember Lucas seconded that the minutes of the June 27, 2016 meeting be approved.

Approved unanimously.

COMMENTS FROM THE AUDIENCE (NON-AGENDA)

Thurman Chennault, resident – complained he was not satisfied with the explanation he'd received from the City Council members with whom he'd discussed the appointment process for election inspectors.

Ron Leatz, resident – expressed concern about Amtrak's cancelling service to Dowagiac and past Battle Creek. Also asked for another bench outside the Depot, removal of graffiti, repair of drywall in men's room as well as repair of an inoperative fan.

COMMENTS FROM THE AUDIENCE (AGENDA)

Bill Lorenz, resident – expressed concern about the proposed settlement concerning the theatre project and asked about several aspects of the settlement as well as status of recovery from Ken Allen.

COMMUNICATIONS

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

Councilmember Dodd moved and Councilmember Hunt seconded the requests be approved.

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 2

RESOLUTIONS

1. Resolution authorizing a settlement and release agreement for the CDBG blight elimination project on Front Street.

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

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

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

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

APPROVED unanimously.

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 3

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

CITY OF DOWAGIAC, a Michigan
Municipal Corporation,

Plaintiff,

v.

File No. 2016-0280-CH

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

Defendants.

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

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

SETTLEMENT AGREEMENT

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

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 4

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

Dated: 7-7-16



John E. Dewane (P12735)
Attorney for Plaintiff

Dated: 7-7-16



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

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 6

2. Resolution to authorize an update of the City's non-union administrative personnel manual.

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

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

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

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

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

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

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

APPROVED unanimously.

7.650 RETIREE BENEFITS.

- (a) Employees with a hire date after September 30, 2015, retiring from active employment with the City as an eligible member of the MERS retirement plan, shall participate in an employer funded post-employment Health Care Savings Program in-lieu-of retiree medical coverage. Funds from the program may be used to purchase health insurance from the provider of the employee's choice or other medical expense as defined in Section 213 (d) of the Internal Revenue Code. The City shall contribute \$38 per employee per month to the program during employment.
- (b) Employees with a hire date prior to October 1, 2016, having less than 15 years of service, retiring from active employment with the City as an eligible member of the MERS retirement plan, shall participate in an employer funded post-employment Health Care Savings Program in-lieu-of retiree medical coverage. Funds from the program may be used to purchase health insurance from the provider of the employee's choice or other medical expense as defined in Section 213 (d) of the Internal Revenue Code. The City shall contribute \$38 per employee per month to the program during employment.

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 7

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

The City may provide, for those eligible employee's and at the employee's expense, a retiree medical benefits plan for an employee who retires from active employment with the City as an eligible member of the MERS Retirement Plan and receives retirement benefits. The retiree shall have a period of 45 days from and after his/her effective retirement date to elect such coverage. In the event that the retiree fails to elect coverage within this 45 day period, then such right shall be forever barred.

In the event that an employee shall elect to continue medical insurance coverage upon retirement under the City's Group Health Insurance Plan, the City agrees that it shall reimburse any such employee in an amount equal to one-half (1/2) the cost of any premiums charged in connection therewith, subject to the following terms and conditions:

- (1) That the City's responsibility for reimbursement shall be limited to a maximum monthly total of \$200 of the amount of premium attributable to the retiree only, exclusive of any additional premium charged or chargeable to extend coverage to the retiree's spouse, children or other dependents;
- (2) That the City shall not be required to reimburse any retiree for any portion of medical insurance premiums while such employee is covered under any other group policy of medical insurance, including Medicare, or where such benefits are available through his/her spouse's employment as a group policy;
- (3) In the event the retiree fails or refuses to pay a premium necessary to maintain coverage, such retiree's coverage shall be terminated and the City's responsibility to reimburse shall cease.
- (4) Upon the retiree's death, at the survivor's option and expense, the retiree's surviving spouse may elect to continue City health insurance benefits to the extent provided under COBRA.

Specific deductibles for group health insurance may vary depending on collective bargaining agreement and Certificates and Riders of coverage.

- (d) Municipal Employee's Retirement System

All regular full-time employees are covered under the Municipal Employees Retirement System. Benefit levels and contribution rates are determined by collective bargaining agreement, written contract, or set by the City of Dowagiac by adopted resolution.

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 8

3. Resolution to authorize the amendment to the Health Care Savings Program (HCSP) that allows for participation by non-union employees of the City.

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

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

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

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

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

APPROVED unanimously.

4. Resolution to approve an agreement with Wightman and Associates in the amount of \$9,700.00 to assist in the preparation of the renewal application for the National Pollutant Discharge Elimination System (NPDES) surface water discharge permit for the wastewater treatment plant.

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

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

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

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

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 9

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

APPROVED unanimously.

5. Resolution to approve a six (6) month agreement with Infrastructure Alternatives to provide repair and maintenance services at the Water and Wastewater Treat Plant.

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

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

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

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

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

APPROVED unanimously.

6. Resolution authorizing awarding the bid for Division Street Corridor Project to Northern Construction with a bid of \$1,595,948.85.

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

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

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

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

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016
Page | 10

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

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

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

APPROVED unanimously.

7. Resolution authorizing the issuance of General Obligation Limited Tax Bonds, Series 2016 Division Street Corridor Finance.

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

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

Resolution No. _____

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

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

PRESENT: _____

ABSENT: _____

The following resolution was offered by Member _____ and supported by Member _____:

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 11

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. NECESSITY. It is necessary for the public health, safety, and welfare of the City to make the Improvements and issue bonds of the City, pursuant to Act 34, to finance the Improvements.
2. ESTIMATED COST - PERIOD OF USEFULNESS. The total cost of the Improvements, including the payment of architect’s fees, legal and financial expenses and other expenses incident to the financing of the Improvements, which is estimated to not exceed \$2,000,000, is hereby approved and confirmed, and the estimated period of usefulness of the Improvements is determined to be in excess of eleven (11) years.
3. ISSUANCE OF BONDS. To defray the cost of the Improvements, including legal, engineering, financial and other expenses, the City shall issue its bonds known as General Obligation Limited Tax Bonds, Series 2016 (the “Bonds”) in the aggregate principal amount of not to exceed \$2,000,000, as finally determined by the Authorized Officer (defined below) in an order signed by the Authorized Officer (the “Sale Order”). The balance of the cost of the Improvements, if any, shall be paid by grants or funds appropriated by the City.
4. BOND TERMS. The Bonds shall be issued in fully registered form as to both principal and interest, in minimum denominations of \$100,000 each, or any multiple of \$1,000 above that amount, or such other denominations determined by the Authorized Officer in the Sale Order (“Authorized Denominations”). The Bonds shall be numbered consecutively in the order of their registration, shall be dated the date of delivery or such other date approved by the

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 12

Authorized Officer in the Sale Order, and shall be payable serially or as term bonds on August 1 as determined by the Authorized Officer in the Sale Order, provided the final maturity shall be no later than eleven years from the date of issuance of the Bonds. The Bonds shall bear interest at a rate or rates not exceeding five percent (5%) per annum as determined by the Authorized Officer, payable semiannually on the first (1st) day of February and August of each year, commencing February 1, 2017, or such other date as determined by the Authorized Officer in the Sale Order. The Authorized Officer may alter the bond terms within the parameters of this resolution as hereafter provided.

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

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

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

8. PRIOR REDEMPTION

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

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 13

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

9. PAYING AGENT AND REGISTRATION.

(a) Appointment of Paying Agent. From time to time the Authorized Officer is authorized designate and appoint a paying agent, transfer agent and bond registrar (the “Paying Agent”) and to remove the Paying Agent and appoint a successor Paying Agent. The initial Paying Agent shall be designated by the Authorized Officer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bonds.

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

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 14

(c) Discontinuance of Book-Entry-Only. In the event the book-entry-only system is not selected or is discontinued, the following provisions would apply to the Bonds. Registration of the Bonds shall be recorded in the registration books of the City to be kept by the Paying Agent. Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or his legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in Authorized Denominations or any permitted multiple thereof, in the same aggregate principal amount as the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond to the extent of such payment. No Bond shall be transferred less than twenty (20) days prior to an interest payment date nor after the Bond has been called for redemption. So long as the Bonds are registered to DTC or another bond depository, the Paying Agent, acting as bond registrar, shall have no responsibility with respect to such transfers.

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

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

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

13. BOND PAYMENT FUND. For payment of principal of and interest on the Bonds, there shall be established and maintained a debt service fund for the Bonds (the "Bond Payment

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 15

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

14. CONSTRUCTION FUND. Prior to delivery and sale of the Bonds, there shall be established a construction fund (the “Construction Fund”). After deducting the sums that are required to be deposited in the Bond Payment Fund, the balance of the proceeds of the Bonds shall be deposited into the Construction Fund. The moneys on deposit in the Construction Fund from time to time shall be used solely for the purpose for which the Bonds were issued. Any unexpended balance shall be used for such purposes as allowed by law. Any monies remaining in the Construction Fund after payment of all such costs shall be transferred to the Bond Payment Fund. After completion of the Improvements and disposition of any remaining Bond proceeds, pursuant to the provisions of this Section, the Construction Fund shall be closed.

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

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

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

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

19. SALE OF BONDS. The City has caused to be circulated a request for proposals to purchase the Bonds and the Authorized Officer is authorized to select the financial institution to whom the Bonds will be sold and negotiate the sale of the Bonds to such financial institutions as the Authorized Officer shall determine. The City determines that a negotiated sale is in the best

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 16

interest of the City because its relationships with local banking institutions may provide a low interest rate while also saving on the costs of issuance for the Bonds and will provide flexibility to respond to market conditions.

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

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

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

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

Approval by the City of the matters delegated in this section or any other sections may be evidenced by execution or approval of such documents by the Authorized Officer. The Authorized Officer, together with the Clerk, the Treasurer and the Finance Director or any one or more of them, are authorized to execute any documents or certificates necessary to complete the transaction, including, but not limited to, any applications including applications to the Michigan Department of Treasury and any applications for waivers the Authorized Officer determines to be

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 17

necessary, including the submission of any supporting or related documents, any certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules or regulations.

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

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

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

24. MUNICIPAL BOND INSURANCE. The Authorized Officer is hereby authorized to acquire municipal bond insurance to enhance the marketability of the Bonds. If the City acquires municipal bond insurance from a municipal bond insurer (the "Insurer"), the Authorized Officer, the Clerk, the Treasurer and the Finance Director or any one of them, are hereby authorized to take all actions, including the payment of membership fees of a mutual insurance company, and to execute any documents, certificates, orders, applications, agreements, conditions, covenants or other instruments necessary to effectuate the issuance of the policy of bond insurance, including, but not limited to the execution of an order or agreement containing such provisions as the insurer may require with respect to the insurance and the Insurer, which shall be binding on the City in the same manner as if contained herein.

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

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

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

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page | 18

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

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

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

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

Jane P. Wilson, Clerk
City of Dowagiac

STATE OF MICHIGAN)
) SS
COUNTY OF CASS)

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

Date: July 11, 2016

Jane P. Wilson, Clerk
City of Dowagiac

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016
Page Nineteen

EXHIBIT A

No. ____

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

CITY OF DOWAGIAC

GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2016**

| Interest Rate | Date of Maturity | Date of Original Issue | [CUSIP No.] |
|----------------------|-------------------------|-------------------------------|--------------------|
|----------------------|-------------------------|-------------------------------|--------------------|

Registered Owner:

Principal Amount:

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

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

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page Twenty

not limited to, public facilities along the Division Street corridor, the demolition of existing structures and facilities; construction of parking and parking lots; relocation and improvement of public utilities, including water, electric, sanitary sewer and storm sewer; realignment and improvement of streets and roads, landscaping and streetscaping improvements; the construction and improvement of park and park facilities; the restoration of streets; rights of way and easements, together with all related work, facilities, site work and appurtenances, and all work necessary and incidental to these improvements.

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

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

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

| <u>Redemption Date</u> | <u>Principal Amount</u> |
|------------------------|-------------------------|
|------------------------|-------------------------|

Term Bonds maturing on _____ 1, _____, purchased by the City and delivered to the Paying Agent for cancellation or that are redeemed in a manner other than by mandatory redemption, shall reduce the principal amount of the Term Bonds subject to mandatory redemption by the amount of the Bonds so redeemed, in the order determined by the City.

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

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

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page Twenty-One

\$1,000, and such Bonds may be redeemed in part. The notice of redemption of Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed, a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of The Depository Trust Company, a New York corporation, only, and only Cede & Co. will be deemed to be a holder of the Bonds.

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

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

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

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

Donald D. Lyons, Mayor

Jane P. Wilson, Clerk
City of Dowagiac

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016
Page Twenty-Two

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

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

Authentication Date: _____

_____ As Paying Agent/Bond Registrar/Transfer Agent

WRONGFUL USE OF CERTIFICATE (IF DTC)

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

ASSIGNMENT

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

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

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

Dated: _____

Signed: _____

In the presence of: _____

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

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

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016
Page Twenty-Three

Signature Guaranteed: _____

APPROVED unanimously.

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

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

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices for period ending 7/3/16 and payroll #21:

Invoices \$129,576.80 PR \$120,799.53 Total \$250,376.33

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

| <u>BILLS</u> | <u>PAYROLL</u> | <u>TOTAL</u> |
|--------------|----------------|--------------|
| \$129,576.80 | \$120,799.53 | \$250,376.33 |

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: None (0)

Abstain: None (0)

ORDINANCES

1. 1ST reading of an Ordinance to amend Chapter 82, Utilities; Section 24 “Landlord/Tenant Policy for Rental Properties”, Sub-paragraph (b) regarding landlord affidavit policy.

ORDINANCE NO. , 2016

ORDINANCE-----

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page Twenty-Four

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

THE CITY OF DOWAGIAC ORDAINS:

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

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

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

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

Moved by: Dodd

Seconded by: Laylin

Ayes:

Nays:

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page Twenty-Five

Absent:

Abstain:

ADOPTED/REJECTED

Donald L. Lyons, Mayor

Jane P. Wilson, City Clerk

2. 1st reading of an ordinance to amend Chapter 82, Utilities; Section 7 “Service Deposits,” Sub-paragraph (4) to eliminate duplicate language and correct a typographical error.

ORDINANCE NO. , 2016

ORDINANCE-----

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

THE CITY OF DOWAGIAC ORDAINS:

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

- d. Commencing on August 1, 2016, level I deposits shall be applied to all “non renting” customers’ bills within 90 days of said date and annually within 90 days of August 1, 2016 thereafter for those “non-renting” customers who have maintained a current bill (paid by the due date without penalty) for the 12 months of the proceeding calendar year. Deposits for all “renting” customers shall not be applied to the account but shall remain as an active deposit until the “renting” account is closed.
 - 1. Remove – this has been covered in subsection i.
- i. Once a “non-renter” has established a current payment history with the city, a deposit will not be required should the applicant request utility service at a new

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page Twenty-Six

location. Should the applicant subsequently be disconnected for a violation of any utility ordinance they will be required to pay any deposits as required of an applicant without acceptable credit history. Further, their utilities will not be turned on until all amounts, including the deposits required, have been paid in full.

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

Moved by: Laylin

Seconded by: Burling

Ayes:

Nays:

Absent:

Abstain:

ADOPTED/REJECTED

Donald L. Lyons, Mayor

Jane P. Wilson, City Clerk

RESOLUTION (CONTINUED)

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

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

DOWAGIAC CITY COUNCIL MEETING

Monday, July 11, 2016

Page Twenty-Seven

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

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

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

APPROVED unanimously.

CLOSED SESSION

OPEN 7:48 PM

LATER 8:12 PM

ADJOURNMENT

Upon motion by Councilmember Schuur and seconded by Councilmember Laylin the Dowagiac City Council adjourned at 8:12 PM.

Donald D. Lyons, Mayor

Jane P. Wilson, City Clerk

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: July 22, 2016

SUBJECT: Orphan Train Mural Project

Steve Arsenault, Museum Director, has been working with local artist Ruth Andrews about the possibility of a mural project to commemorate Dowagiac's history with the orphan train. A committee was formed to review design and potential funding sources. The proposed mural is planned for the post office retaining wall facing Pennsylvania Avenue.

The committee has found that the Michigan Humanities Council has a grant opportunity that may work for this project and it is best that the grant applicant be the City of Dowagiac.

A resolution is on Monday's agenda to authorize Steve Arseneau to apply for a grant on behalf of the city for this mural project.

RECOMMENDATION

Authorize the resolution to apply for a Michigan humanities Council grant in the amount of \$12,100.

Support Documents:

- Cover Memo-City Mgr.
- Cover Memo-Dept. Head
- Resolution
- Project Authorization

Resolution #1
July 22, 2016

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

WHEREAS, , the city Council of the city of Dowagiac are committed to quality public art in the
public spaces and;

WHEREAS, , a committee has been working to develop a mural based on the city of Dowagiac's
history with the orphan train and;

WHEREAS, , there is an opportunity for grants to assist with the cost of painting a mural, and;

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of
its City Council, does hereby authorize Steve Arseneau to execute a grant
application with the Michigan Humanities Council for a mural project
commemorating Dowagiac's history with the Orphan Train.

BE IT FURTHER RESOLVED.

ADOPTED/REJECTED

Memorandum

To: Kevin Anderson, City Manager
From: Steve Arseneau, Museum Director
Date: July 20, 2016
Re: Orphan Train project grant

In early 2016, local artist Ruth Andrews approached me about painting a mural in Dowagiac to commemorate Dowagiac's history with the Orphan Train (Dowagiac was the first stop of the Orphan Train in 1854). I had worked with Ms. Andrews on a similar project that resulted in a Kentucky Raid/Underground Railroad mural in downtown Cassopolis and recognized the potential benefits for the City of Dowagiac.

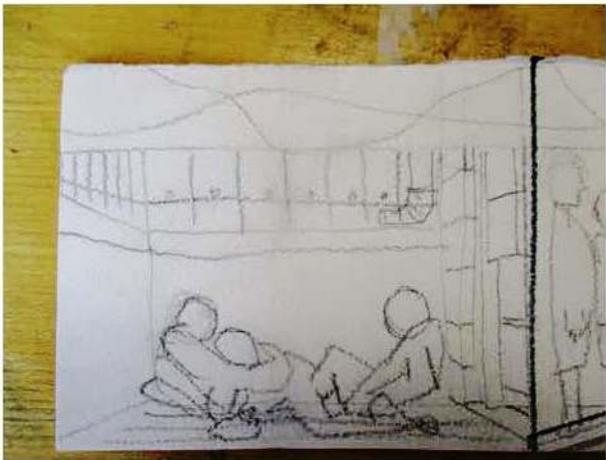
Together with Marty Kezar, who also worked on the Kentucky Raid project, we selected the Post Office wall along Pennsylvania Street. We put together a committee of other Cass County residents to work on the feasibility of the project, including Bobbie Jo Hartline and Leah Sovine, the Dowagiac Postmaster until this summer.

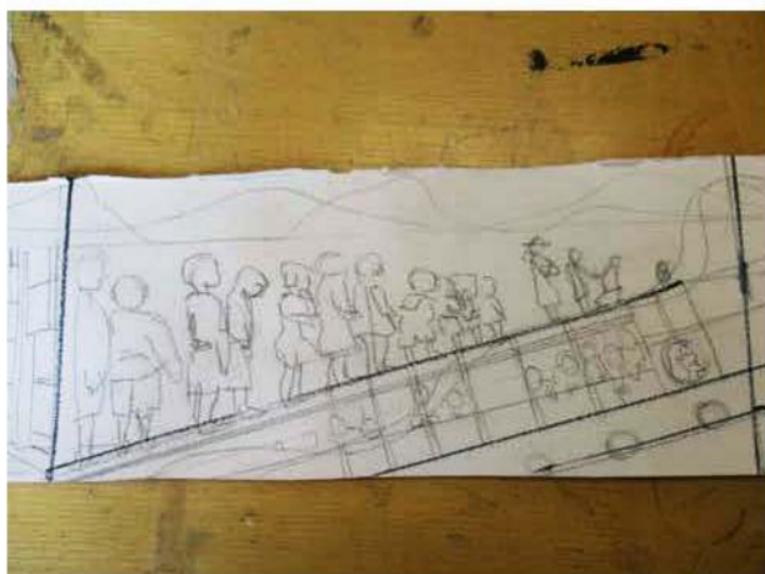
The committee hopes to fund the project with a grant from the Michigan Humanities Council and have expanded the project to include additional programming and events to make the project appealing to multiple generations. The project's components include:

- Mural along Pennsylvania Street highlighting the history of the Orphan Train in Dowagiac. This will be a community-wide event with local residents actually executing some of the painting.
- Rider's Reunion for descendants of Orphan Train riders
- Designing a website highlighting the project and Dowagiac's important history as the first Orphan Train stop
- Youth Voices event, including music, theater and a storyteller

Ms. Sovine worked with her United States Postal Service regional managers and secured approval to use that wall for a mural. Ms. Sovine and the current Dowagiac Postmaster are both excited about the project. With the work being done on the Commercial Street entry corridor, this will complement that project.

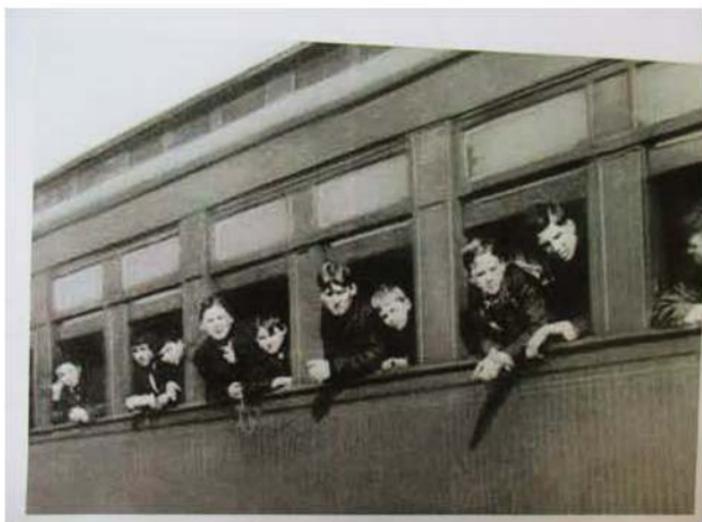
The committee is in the process of applying for the grant from the Michigan Humanities Council in the amount of \$12,100. I request permission from City Council for the museum to pursue the grant as the applicant with the City of Dowagiac administering the grant and serving as the fiscal agent if awarded.

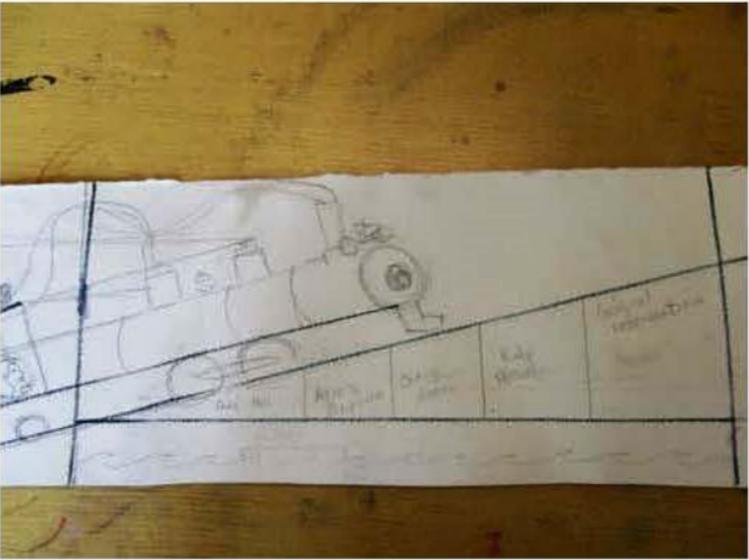


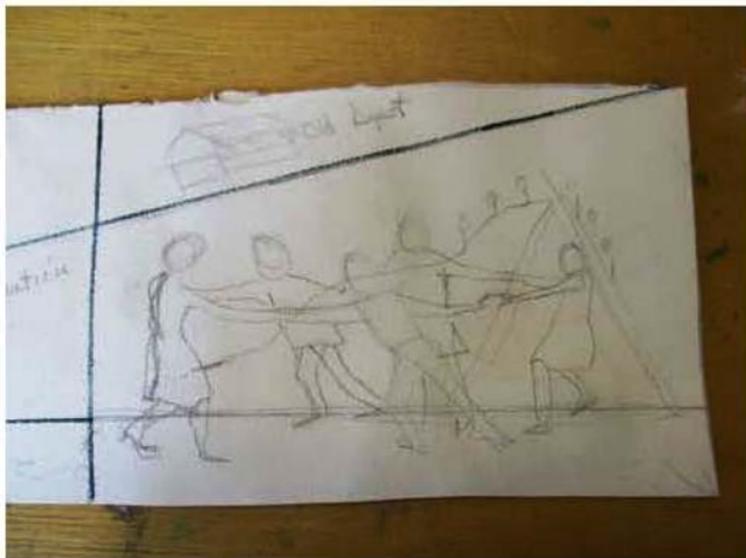




Children lined up to board an orphan train about 1920. (Patrick-Sheets-Trickel Collection, Trenton, Mo.)









-
- In the steam that floats above the train are the outstretched bodies of children. They might be flying or falling. They symbolize the bravery of the children who faced the unknown, and they honor the children who did not fare well despite the good intentions of this grand experiment.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: July 22, 2016

SUBJECT: Amendment to Cass/Van Buren County Emergency Services Agreement

When the Cass/Van Buren County Emergency Rescue Services Agreement first went into effect only a portion of Keeler Township was part of the agreement. Over a year ago the remaining portion of Keeler Township entered into an agreement with Pride Care to service the remainder of the Township.

This amendment now incorporates the entire Township as part of the Cass Van Buren Emergency Services Authority service area. The authority benefits with this agreement by having another Pride Care vehicle assigned to this general area which will enhance response times and service levels for all members of the authority.

The CVBESA recommended approval at their July meeting.

RECOMMENDATION

Authorize the resolution to approve the amendment to the Cass/Van Buren Emergency Services Agreement with Pride Care.

Support Documents:
Cover Memo-City Mgr.
Resolution

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

WHEREAS, the city has participated with surrounding townships to form an authority that contracts with pride care for ambulance services, and;

WHEREAS, Keeler Township wishes to expand the area in which the authority provide services, and;

WHEREAS, the expansion of service area mutually benefits all members of the authority by providing additional vehicles committed to this area, and;

WHEREAS, the authority board of directors unanimously recommends all members of the authority approved an addendum agreement that includes all of Keeler Township,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt and approve an addendum agreement between the Cass/Van Buren Emergency Services Authority and the Coloma emergency, Inc. DBA pride and care ambulance for expanded service area.

AND BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign said agreement on behalf of the city of Dowagiac.

ADOPTED/REJECTED

City Agenda

ADDENDUM AGREEMENT

THIS ADDENDUM AGREEMENT dated _____, 2016 is between **CASS/VAN BUREN EMERGENCY SERVICE AUTHORITY**, an Emergency Service Authority Incorporated pursuant to the provisions of Act 57 of 1988 as amended ("Authority"), and **COLOMA EMERGENCY AMBULANCE, INC. dba Pride Care Ambulance**, a Michigan corporation, with its principal office situated at 6001 Mountain Road, Coloma, Michigan 49038 ("Contractor").

WHEREAS, the parties have a current agreement dated _____ whereby Contractor provides emergency medical services within the geographical area of the Authority, except for Keeler Township (Authority Agreement); and

WHEREAS, Keeler Township is a member of the Authority but has separately reached agreement with the Contractor for emergency medical services within the Township. (Keeler Township Emergency Services Agreement, attachment A hereto); and

WHEREAS, the parties desire to recognize the emergency services provided within Authority member Keeler Township's boundaries; and

WHEREAS, the Contractor is a corporation duly organized and existing under and by virtue of the laws of the State of Michigan, has not had its corporate authority suspended or revoked by the State of Michigan, and has been authorized by its Board of Directors to contract with the Authority for the purposes set forth in the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the Authority and Contractor as follows:

1. The Keeler Township Emergency Services Agreement (Attachment A) is incorporated as an addendum to the Authority Agreement with specific regard to the Contractor's services within the boundaries of Keeler Township.
2. The incorporation of the Keeler Township Emergency Services Agreement does not alter the obligations and rights under the Authority Agreement but is merely intended to formally recognize the Agreement's existence.
3. In all other respects the Authority Agreement is ratified and affirmed.

CASS/VAN BUREN EMERGENCY
SERVICE AUTHORITY

COLOMA EMERGENCY
AMBULANCE, INC.

City of Dowagiac

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(RESOLUTION ATTACHED)

Keeler Township

By: _____

Name: _____

Title: _____

(RESOLUTION ATTACHED)

LaGrange Township

By: _____

Name: _____

Title: _____

(RESOLUTION ATTACHED)

Silver Creek Township

By: _____

Name: _____

Title: _____

(RESOLUTION ATTACHED)

Pokagon Township

By: _____

Name: _____

Title: _____

(RESOLUTION ATTACHED)

Volinia Township

By: _____

Name: _____

Title: _____

(RESOLUTION ATTACHED)

Wayne Township

By: _____

Name: _____

Title: _____

(RESOLUTION ATTACHED)

AGREEMENT

THIS AGREEMENT dated April 1, 2016 is between Coloma Emergency Ambulance, Inc., d/b/aa Pride Care Ambulance, a Michigan corporation, with its principal office situated on 6001 Mountain Road, Coloma, Michigan 49038 (“Contractor”) and the Township of Keeler, a Michigan municipality, whose address is 64121 Territorial Road West, Hartford, MI 49057 (the “Municipality”).

WHEREAS, Contractor and the Municipality (together, the “Parties”) are desirous of entering into an agreement whereby Contractor will provide emergency medical services within the geographical area of the Municipality; and

WHEREAS, the services to be rendered by Contractor shall be performed by Contractor as an independent contractor; and

WHEREAS, the Contractor is a corporation duly organized and existing under and by virtue of the laws of the State of Michigan, has not had its corporate authority suspended or revoked by the State of Michigan, and has been authorized by its Board of Directors to contract with the Municipality for the purposes set forth in the Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED between the Municipality and Contractor as follows:

1. **SERVICES TO BE PROVIDED.** Contractor shall provide, within the geographical area (as defined in Appendix A) of the Municipality, emergency medical services including, but not limited to, Advanced Life Support (ALS) and Basic Life Support (BLS), which services shall be provided on a twenty-four hours per day, seven days per week basis. The level of care described as “emergency medical services” shall be that as defined in Part 209 of the Michigan Public Health Code, as amended by PA 179 of 1990, and regulations promulgated thereunder. There shall be no charge to the Municipality.
2. **SPECIFICATIONS OF SERVICES TO BE PROVIDED.** All services provided by Contractor shall be equal to or exceed the standard of care of the industry of parties providing emergency medical services. Services shall include but not be limited to the following:
 - a. 8.59 minute fractile response time with 90% reliability with ALS (paramedic) service (this will be based on an annual basis);
 - b. Advanced Cardiac Life Support certification of all full-time Paramedics or within 90 days of employment;
 - c. Pediatric Advanced Life Support certification of all full-time Paramedics or within 90 days of employment;
 - d. Pre-hospital Trauma Life Support certification of all full-time Paramedics or within 90 days of employment;

- e. Meet or exceed Cass County Medical Control Municipality and/or Van Buren County Medical Control Municipality clinical guidelines as may be required;
 - f. Include twelve lead and cardiac pacing capabilities;
 - g. Educational services provided to the community (Cardio-Pulmonary Resuscitation (CPR), Medical First Response AED training, Continuing Education Units (CEU), etc.;
 - h. Wheelchair transportation services;
 - i. Critical Care Paramedic Services; and,
 - j. Response to all structural fires when available.
3. **TERM OF AGREEMENT, RENEWAL.** This Agreement shall be for a period of five (5) years commencing on the date of this Agreement. This Agreement may be extended for additional periods to be determined by the Parties and on terms as shall be mutually agreeable to both Parties. The Parties will use their best efforts to have all negotiations completed regarding a renewal of the Agreement ninety (90) days prior to the expiration of this Agreement. Failure to negotiate a renewal shall result in the termination of this Agreement. It is however understood by the parties that the Municipality is a member of the Cass/Van Buren Emergency Service Authority (Authority) and that the Contractor has a current agreement with the Authority (Authority Agreement). Notwithstanding any provisions to the contrary, if the Authority Agreement is renewed with the Contractor, the parties intend to incorporate the requirements of this Agreement into the renewed Authority Agreement and in doing so, this Agreement shall terminate. Additionally, if the Authority Agreement is terminated and is not renewed with the Contractor, then this Agreement shall terminate upon notice from the Municipality.
4. **CONTRACTOR'S ROLE IN COMMUNITY.** Contractor shall maintain an active and visible role in its community service.
5. **CONTRACTOR'S RIGHT TO BILL COLLATERAL SOURCES.** During the period of this Agreement, Contractor shall have the specific right to bill collateral sources of payment other than the Township or persons to whom such service is rendered. Contractor shall have the right to retain payment received from such collateral sources as and for its own property, and the Municipality shall not be entitled to any right of setoff because of such collateral source payment. Neither the Municipality nor the party to whom such service is rendered shall be obligated to assist Contractor in seeking payment from any such collateral source. Contractor agrees to accept assignment from Medicare. Contractor shall charge the same fees for service in the Municipality as it does for similar services in other service areas. However, during the term of this Agreement Contractor agrees not to attempt collection against an individual who is a real property owner or resident of Municipality and

who has no insurance or benefits that cover emergency ambulance transportation.

6. **ANNUAL REPORT OF CALLS FOR SERVICE.** The Contractor will, on an annual basis, provide the Municipality with a list of all calls, the date of the call, and an indication of when the call was received and actual response time. Monthly reports are provided by the last day of the month for the preceding month's calls. In addition, an exception report will be provided each month for all calls with a response greater than twelve (12) minutes to an emergency call.
7. **ATTENDANCE AT MEETINGS.** Municipality representative(s) will attend the semi-annual (usually held each March and September) Board of Directors' meetings of Contractor for the purpose of a review of the Contractor's performance, including response time and clinical performance. Notice of meeting date(s) and location(s) shall be provided to the Municipality at the address on this Agreement not less than thirty (30) days prior to the date of said meeting.
8. **CONTRACTOR'S EMPLOYEES.** Contractor shall be solely and exclusively responsible, without interference of the Municipality, for the hiring and firing of Contractor's employees, all employee disputes, payment of all federal and state withholding taxes, all social security contributions, method of payment of Contractor's employees, Contractor's employee disputes, training and certification of Contractor's employees, control of the manner in which Contractor's employees perform Contractor's obligations under this Agreement, the furnishing of equipment to be used in the performance of this Agreement, and any other detail manner and method by which Contractor performs its obligations under this Agreement. Contractor shall provide Worker's Compensation Insurance as required by law. For all purposes herein the Contractor shall be considered an independent contractor.
9. **LICENSURE AND CERTIFICATION.** Contractor shall, at its own expense, be responsible for obtaining and complying with any Federal or State licensing, certification or other requirements including the applicable local Medical Control Authority and Medical Director necessary to permit Contractor to fulfill its obligations under the terms of this Agreement. If at any time Contractor shall cease to be licensed or certified, Contractor shall immediately notify the Municipality and the Municipality may immediately terminate this Agreement.
10. **PERIODS OF SERVICE; PERSONNEL AND EQUIPMENT; LOCATION OF EQUIPMENT.** During the period of this Agreement, Contractor shall make available on a twenty-four hours per day, seven days per week basis, two (2) ALS ambulances and equipment together

with a sufficient number of properly trained and licensed personnel. Properly trained and licensed personnel is defined as a minimum of one (1) EMT and one (1) paramedic on each ambulance both to a call and transporting from the call. The personnel, vehicles, equipment, training and licensure shall be in compliance with all federal, state, and local laws, administrative rules, regulations, protocols, and procedures. At least two (2) such ambulances shall be regularly stationed or located within the Municipality to respond to calls within the Municipality.

11. **PAYMENT OF OPERATING EXPENSES.** Contractor shall be responsible for the timely payment of all operating expenses incurred by it in the performance of this Agreement.
12. **DEFENSE AND INDEMNIFICATION; INSURANCE.** A Contractor shall defend, indemnify and hold the Municipality harmless from any claim, judgments, costs, attorneys' fees or causes of action arising from or incident to Contractor performing its obligations under the provisions of this Agreement or from any act or negligence of Contractor or its agents, employees, parties, licenses or other person, firm or corporation. Contractor shall obtain insurance in an amount not less than two million dollars (\$2,000,000) for injury or death per occurrence, with a three million dollar (\$3,000,000) aggregate, two million dollars (\$2,000,000) for damage to property per occurrence, with a three million dollar (\$3,000,000) aggregate, and Contractor shall annually provide evidence satisfactory to the Municipality that such insurance is in effect. The Municipality, its public officials, officers, employees, representatives, and agents shall be named as additional insureds under the insurance.
13. **TERMINATION.** If either party commits a material breach of this Agreement and fails to correct such breach within thirty (30) days after receiving, from the other party, written notice of the breach which specifically describes the breach, the other party, at its option, may terminate this Agreement immediately or at any designated time by delivering to the breaching party a written notice of termination and the effective date thereof. Notwithstanding the foregoing, if Contractor loses any license or certification required in paragraph 11, Municipality may terminate this Agreement immediately upon written notice to Contractor. This Agreement may be unilaterally terminated by either of the Parties hereto by providing written notice of its intent to do so not less than ninety (90) days in advance of the proposed termination date.
14. **NOTICES.** All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified mail with return receipt requested to Contractor at 6001 Mountain Road, Coloma, Michigan 49038, and to the Municipality at 64121 Territorial Road West, Hartford, Michigan 49057, or to any subsequent address

which either party may hereafter designate to the other party in writing. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

15. **CONTRACTOR'S AUTHORITY.** Contractor represents it has received authority from its Board of Directors together with a certificate of incorporation which has been delivered to the Municipality upon execution of this Agreement, and that there is no conflict of interest or other restrictions which would prohibit the performance of its obligations under the terms of this Agreement.
16. **ENTIRE AGREEMENT.** The Parties hereto agree that this Agreement contains the entire agreement between the Parties and no other promises have been made to induce either of the Parties to enter into this Agreement. This Agreement may only be amended by written amendment signed by the Parties. This Agreement is not intended to create any third party rights. Nothing in this Agreement shall impair the Municipality's governmental immunity.
17. **ASSIGNMENT.** Contractor shall not assign this Agreement without the prior written approval of the Municipality.
18. **VENUE.** The Parties agree that this Agreement was entered into in Van Buren County and the services will be provided in Van Buren County. If a dispute arises where court action is filed, the proper venue shall be the courts in the County of Van Buren.
19. **AMBULANCE FACILITY.** The Municipality shall provide Contractor one (1) suitable facility located in Keeler Township for the term of this Agreement. The facility shall include, but not be limited to, at least one (1) ambulance stall, kitchen, living and sleeping quarters, and a bathroom with shower. The Contractor shall be responsible for all utility expenses including, but not limited to, heat, electric, water, telephone and cable services. Contractor shall use the ambulance facility solely for the purpose of providing ambulance service in the Municipality. The Municipality shall keep the ambulance facility in good repair during the term of this Agreement. Contractor shall provide routine cleaning and custodial service for the facility. If the ambulance facility is destroyed by fire or other calamity during the term of this Agreement, the Municipality may, but shall not be obligated to, repair or rebuild the ambulance facility. At the termination of this Agreement, Contractor shall promptly surrender the ambulance facility in good condition and repair and shall promptly remove its vehicles and equipment at its expense. Any improvements made to the ambulance facility by contractor (which shall not be made without the prior approval of the Municipality) shall become a part of the

facility unless the Municipality requests the removal of such improvement, in which case such improvements shall be removed promptly by Contractor. The second centrally located facility will be provided by the Contractor.

The facility provided by the Municipality shall be owned by the Municipality. During the term of this Agreement and/or subsequent agreements between the Parties, Contractor shall pay rent in addition to the expenses and obligations listed above at a price determined by the Parties within the first ninety (90) days of this Agreement. If a price cannot be determined by agreement between the parties, then this Agreement shall terminate.

COLOMA EMERGENCY AMBULANCE, INC.

By: Brian Balow
Its: Chief Executive Officer

KEELER TOWNSHIP

By: William J. Kays
Its: Supervisor

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: July 27, 2016

SUBJECT: Sale of Property – 504 Keene Street

A resolution of intent to sell Parcel # 14-160-300-727-00 to Tony Danneffel for \$3,000.00 is on Monday's agenda for your consideration. A final form resolution is also included for your review.

Once the final form resolution has been introduced, the issue must remain "on the table" for the required 21-day period before final Council action can be taken on August 22, 2016.

Conditions of the sale will be as follows:

- Total sale price will be three thousand dollars (\$3000.00) cash – "as is";

RECOMMENDATION

Introduce intent to sell and final form resolution for the sale of Parcel # 14-160-300-727-00.

Support Documents:

- Cover Memo-City Mgr.
- Resolution – Intent to Sell
- Resolution – Final Form
- Letter of Request
- Map
- Real Estate Summary

Council member _____ offered and moved the adoption of the following resolution, seconded by Council Member _____.

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

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

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

ADOPTED/REJECTED

Kevin Anderson

From: tonydann25@gmail.com
Sent: Tuesday, July 19, 2016 10:10 AM
To: Kevin Anderson
Subject: 504 keene Ave dowagaic michigan (offer)

I Tony Danneffel am offering \$3,000 for the home at 504 keene avenue Dowagiac Michigan! Please let me know when you have any information on my offer please. Sincerely Tony Danneffel (269) 944-6344 , tonydann1984@hotmail.com.

Get [Outlook for Android](#)

Total Control Panel

[Login](#)

To: kanderson@dowagiac.org
From: tonydann25@gmail.com

Message Score: 50
My Spam Blocking Level: Custom

High (60): Pass
Medium (75): Pass
Low (90): Pass
Custom (85): Pass

[Block this sender](#)
[Block gmail.com](#)

This message was delivered because the content filter score did not exceed your filter level.



14-160-300-727-00

504 KEENE AVE

2013 FRONT

| | | | | | | | | |
|---------|---------|------------|------------|------------|---------------|--------------|-------------|---------------|
| Grantor | Grantee | Sale Price | Sale Date | Inst. Type | Terms of Sale | Liber & Page | Verified By | Prcnt. Trans. |
| | | 12,000 | 05/01/1988 | WD | WARRANTY DEED | | COUNTY | 0.0 |

Property Address
 504 KEENE AVE

Owner's Name/Address
 HUSTON, AUBREY R ESTATE
 504 KEENE AVE
 DOWAGIAC MI 49047

Class: RESIDENTIAL - 401 Zoning: MED D Building Permit(s)
 School: DOWAGIAC SCHOOLS
 P.R.E. 100% 04/19/1994
 MAP #: DW2061

| | | | |
|---|---------------------|--------|------------------------------------|
| X | Improved | Vacant | 2015 Est TCV 26,841 TCV/TFA: 46.60 |
| | Public Improvements | | |

Tax Description
 . DW 2061 LOT 23 MESHEW'S FAIRGROUNDS ADD
 CITY OF DOWAGIAC.

Comments/Influences

| | | | |
|--|----------|-------------------------|----------------------|
| Land Value Estimates for Land Table 401. RESIDENTIAL | | * Factors * | |
| Description | Frontage | Depth | Rate %Adj. Reason |
| RESIDENTIAL MED | 60.00 | 125.00 | 1.0096 0.9892 42 100 |
| 60 Actual Front Feet, 0.17 Total Acres | | Total Est. Land Value = | |
| | | | 2,517 |
| | | | 2,517 |

| Year | Land Value | Building Value | Assessed Value | Board of Review | Tribunal/Other | Taxable Value |
|------|------------|----------------|----------------|-----------------|----------------|---------------|
| 2015 | 1,300 | 12,100 | 13,400 | | | 12,801C |
| 2014 | 1,600 | 11,000 | 12,600 | | | 12,600S |
| 2013 | 1,600 | 11,400 | 13,000 | | | 13,000S |
| 2012 | 1,600 | 11,400 | 13,000 | | | 13,000S |

The Equalizer. Copyright (c) 1999 - 2009. Licensed To: City of Dowagiac, County of Cass, Michigan

*** Information herein deemed reliable but not guaranteed***



CassCountyMI.ORG

Cass County Michigan Governmental Offices

[Return to home](#)

Data published on this site may not reflect changes or taxes collected at township/city/village tax collection locations since the last update in our database or prior to tax settlement with the County Treasurer.

Record last updated on: **Wednesday, July 20, 2016**

Parcel # 14-160-300-727-00 **Property Address or Location (if available, otherwise is the Owner Address)** 504 KEENE AVE, DOWAGIAC MI 49047

Owner(s) of Record CITY OF DOWAGIAC **Owner Address** PO BOX 430, DOWAGIAC MI 49047

Acres 0.000 **Liber** **Page** **Purchase Date** **Purchase Price**

Current Assessment \$0 **State Equalized** \$0 **Taxable Value** \$0 **HomeStead** 0.000% **HomeStead Exempt** \$0

Property Class Code 701 () **School District** 14020 - Dowagiac

Property Description
. DW 2061 LOT 23 MESHEW'S FAIRGROUNDS ADD CITY OF DOWAGIAC.

Tax Summary (W = Winter Tax, V = Village Tax, S = Summer Tax)

| Year | S16 | W15 | S15 | W14 | S14 | W13 | S13 |
|-----------------------|--------|----------|----------|----------|----------|----------|----------|
| Assessed Val. | \$0 | \$13,400 | \$13,400 | \$12,600 | \$12,600 | \$13,000 | \$13,000 |
| Equalized Val. | \$0 | \$13,400 | \$13,400 | \$12,600 | \$12,600 | \$13,000 | \$13,000 |
| Taxable Value | \$0 | \$12,801 | \$12,801 | \$12,600 | \$12,600 | \$13,000 | \$13,000 |
| Homestead % | 0.000% | 100.000% | 100.000% | 100.000% | 100.000% | 100.000% | 100.000% |
| Total Tax \$ | \$0.00 | \$123.53 | \$357.62 | \$123.47 | \$344.13 | \$128.82 | \$355.05 |
| Admin Fee | \$0.00 | \$1.23 | \$3.57 | \$1.23 | \$3.44 | \$1.28 | \$3.55 |
| Total Tax Bill | \$0.00 | \$124.76 | \$361.19 | \$124.70 | \$347.57 | \$130.10 | \$358.60 |

Assessment Summary

| Year | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 | 2009 | 2008 | 2007 | 2006 |
|-------------------------|---------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Class | 701 | 401 | 401 | 401 | 401 | 401 | 401 | 401 | 401 | 401 | 401 |
| Transfer Date | | | | | | | | | | | |
| Assessed Value | \$0 | \$13,400 | \$12,600 | \$13,000 | \$13,000 | \$13,100 | \$13,000 | \$17,900 | \$17,400 | \$17,200 | \$15,600 |
| EQ Factor | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 |
| Equalized Value | \$0 | \$13,400 | \$12,600 | \$13,000 | \$13,000 | \$13,100 | \$13,000 | \$17,900 | \$17,400 | \$17,200 | \$15,600 |
| Taxable Value | \$0 | \$12,801 | \$12,600 | \$13,000 | \$13,000 | \$12,850 | \$12,636 | \$12,675 | \$12,141 | \$11,869 | \$11,446 |
| Homestead Exempt | 0.000% | 100.000% | 100.000% | 100.000% | 100.000% | 100.000% | 100.000% | 100.000% | 100.000% | 100.000% | 100.000% |

© 2008 Resource Information Associates, Inc., makers of Pontem Software.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: July 27, 2016

SUBJECT: Sale of Property – 400 Block of Johnson Street

A resolution of intent to sell Parcel # 14-160-100-270-00 to Willie Lewis and Arqullia Lewis for \$100.00 was approved on June 26, 2016 which set July 25, 2016 as the date for council to take action on this proposed property sale. No additional offers or comments have been received.

Conditions of the sale will be as follows:

- Total sale price will be \$100.00 cash – “as is”;

RECOMMENDATION

Approve the final form resolution for the sale of Parcel # 14-160-100-270-00.

Support Documents:

- Cover Memo-City Mgr.
- Resolution – Final Form
- Letter of Request
- Map
- Real Estate Summary

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

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

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

WHEREAS, having now remained on file for public inspection with the Office of the City Clerk for in-excess-of the minimum twenty-one (21) day period required by the City Charter, the City of Dowagiac wishes to formally convey and sell the parcel of surplus real property legally described in Exhibit "A", commonly known as 400 Block Johnson Street in the City of Dowagiac, according to the recorded plat thereof, and more commonly referred to as Parcel Code No. 14-160-100-270-00, to Willie Lewis and Arquillia Lewis, for the total sale price of one hundred dollars (\$100.00).

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

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

ADOPTED/REJECTED

Exhibit A



[Return to home](#)

Data published on this site may not reflect changes or taxes collected at township/city/village tax collection locations since the last update in our database or prior to tax settlement with the County Treasurer.

Record last updated on: **Friday, June 24, 2016**

- Print Record
- Map This Record
- Return to List
- New Search

| | |
|-------------------|--|
| Parcel # | Property Address or Location (if available, otherwise is the Owner Address) |
| 14-160-100-270-00 | 400 JOHNSON ST(BLOCK), DOWAGIAC MI 49047 |

| | |
|---------------------------|-------------------------------|
| Owner(s) of Record | Owner Address |
| CITY OF DOWAGIAC | PO BOX 430, DOWAGIAC MI 49047 |

| | | | | |
|--------------|--------------|-------------|----------------------|-----------------------|
| Acres | Liber | Page | Purchase Date | Purchase Price |
| 0.000 | | | 10/19/09 | |

| | | | | |
|---------------------------|------------------------|----------------------|------------------|-------------------------|
| Current Assessment | State Equalized | Taxable Value | HomeStead | HomeStead Exempt |
| \$800 | \$800 | \$651 | 0.000% | \$0 |

| | |
|----------------------------|------------------------|
| Property Class Code | School District |
| 401 (Real - Residential) | 14020 - Dowagiac |

Property Description

. DW 490 COM ON W LINE OF MCRR RT OF WAY 13 RDS 6 1/2 FT S OF S LINE ZELNER'S ADD, TH W TO JOHNSON ST, TH S ON E LINE JOHNSON TO CORP LINE, TH E ON CORP LINE TO W LINE OF RR RT OF WAY, TH NELY ALONG RT OF WAY TO PL OF BEG. UNPLATTED POKAGON SEC 1 CITY OF DOWAGIAC.

June 2, 2016

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

Re: Parcel # 14-160-100-270-00

My husband, Willie Lewis and I, Arqullia Lewis are interested in purchasing the above referenced parcel. We are willing to offer \$100 to take over all responsibilities for this piece of land. Please contact us at your earliest convenience.

Thank you in advance.

Respectfully,

Willie Lewis
103 Halstead Street
Dowagiac, MI 49047
(269)845-7257

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 #22 for the period ending 07/16/16:

| | |
|----------|----------------|
| Invoices | \$872,288.83 |
| Payroll | \$201,263.73 |
| <hr/> | |
| Total | \$1,073,552.56 |

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

| | | |
|--------------|----------------|----------------|
| <u>BILLS</u> | <u>PAYROLL</u> | <u>TOTAL</u> |
| \$872,288.83 | \$201,263.73 | \$1,073,552.56 |

Ayes:

Nays:

Absent:

Abstain:

Jane P. Wilson, City Clerk

| Vendor | | Description | Amount |
|-------------------------------------|------------------|--|------------|
| ABSOPURE WATER COMPANY | 55787800 | C & C COOLER RENTAL - 26688 NUBOUR | 6.00 |
| ABSOPURE WATER COMPANY | 55781931 | H & C COOLER RENTAL - CH | 8.00 |
| AIRGAS GREAT LAKES | 9937043101 | WELDING SUPPLIES | 69.03 |
| ALEXANDER CHEMICAL A CARUS COMPANY | SCL 10013524 | WTP - DRUM RETURNS | (405.00) |
| ALEXANDER CHEMICAL A CARUS COMPANY | SLS 10047730 | WTP - CHEMICALS | 778.00 |
| AMERICAN ELECTRIC POWER | 049-501-336-1-3 | CCWS - VANDALIA TOWER | 22.54 |
| AMERICAN ELECTRIC POWER | CDOW_201606_01 | JUNE 2016 ENERGY | 566,867.53 |
| ARNT ASPHALT SEALING, INC | 23851 | STRIPE - CH PARKING LOT | 300.00 |
| AUSRA, JOANN | 7/20/16 | JULY 2016 BOARD OF REVIEW | 25.00 |
| BBVA COMPASS BANK | 388651 | ANNUAL WATER TOWER INSPECTIONS - | 1,280.00 |
| BILL GRANT | 7/15/16 | MUSEUM CLEANING | 204.00 |
| BREATHING AIR SYSTEMS, INC. | 1052353-IN | EQUIP MTCE | 52.90 |
| CASS CNTY TRANSPORTATION AUTHORITY | 1919 | DISPATCHING SERVICES-JUNE 2016 | 15,317.28 |
| CASS COUNTY INFORMATION SYSTEMS | TA-16-16 | PROPERTY TAX ADMIN FEES | 11,125.07 |
| CASSOPOLIS AREA UTILITIES AUTHORITY | 7/13/16 | CASS WATER SYSTEM | 6,797.98 |
| CINTAS LOCATION #336 | 5005545237 | CH - FIRST AID CABINET | 33.23 |
| CINTAS LOCATION #336 | 5005545236 | DPS/MECHANIC - FIRST AID CABINET | 54.23 |
| CINTAS LOCATION #336 | 5005545235 | WWTP - FIRST AID CABINET | 47.97 |
| CITY OF DOWAGIAC | 7/12/16 | PETTY CASH - POLICE INFORMANT PAYMENTS | 500.00 |
| CITY OF DOWAGIAC | 7/12/16 | SUMMER 2016 TAX BILL - AMBULANCE BLDG | 1,966.74 |
| CITY OF DOWAGIAC | 7/12/16 | SUMMER 2016 TAX BILL - TWISTEES | 264.51 |
| CITY OF DOWAGIAC | 7/12/16 | SUMMER 2016 TAX BILL - WALNUT ST | 54.59 |
| CITY OF DOWAGIAC | 7/12/16 | SUMMER 2016 TAX BILL - 309 W DIVISION | 89.38 |
| CITY OF DOWAGIAC | 7/12/16 | SUMMER 2016 TAX BILL - 101 CASS AVE | 276.52 |
| CITY OF DOWAGIAC | 7/12/16 | SUMMER 2016 TAX BILL - 305 COMMERCIAL ST | 1,057.10 |
| CITY OF DOWAGIAC | 7/12/16 | SUMMER 2016 TAX BILL - 307 COMMERCIAL ST | 336.44 |
| CLINE, JEAN | 7/20/16 | JULY 2016 BOARD OF REVIEW | 25.00 |
| COMCAST | 8771402380154656 | INTERNET SERVICE-CCDET | 129.85 |
| COMCAST | 44358072 | JUNE & JULY 2016 VOIP SERVICE | 648.33 |
| COMCAST | 8771402380021236 | INTERNET SERVICE-CITY HALL | 134.60 |
| COMMUNITY ANSWERING SERVICE | 2628071816 | DISPATCHING SERVICES | 125.00 |
| CREATIVE VINYL SIGNS, INC. | 32143 | LARGE PHOTO FOR EXHIBIT | 55.37 |
| DAVIS, DAVID | 287243883201 | TX REIMBRUSEMENT 5/18 - 6/17/16 | 45.00 |
| DIAMOND CONCRETE SAWING | K804880 | WWTP - CORE DRILLING & MOBILIZATION | 400.46 |
| DOUBLEDAY OFFICE PRODUCTS, INC | 05787 | OFFICE SUPPLIES | 36.66 |
| DOWAGIAC UNION SCHOOLS | 201516-113 | FUEL EXPENSES-JUNE 2016 | 5,530.64 |
| DUST BUSTERS | 7/18/16 | CLEANING SERVICES 08/16 | 1,625.00 |
| EAU CLAIRE FRUIT EXCHANGE | 712172 | SPRAY GUN/GLOVES/HAND PRUNNER BLADES | 85.34 |
| ERIC STOVERN | 7/21/16 | AWARD AMOUNT | 250.00 |
| ETNA SUPPLY | S101869311.001 | CCWS - HYDRANT REPAIR PARTS | 70.00 |
| FAIRFIELD INN SAGINAW | 7/8/16 | ROMAN RESERVATION 7-12-16 | 78.75 |
| FERRIS STATE UNIVERSITY | 31591 | GLEMS TRAINING - HARDING | 425.00 |
| FIA CARD SERVICES | 46A78C40 | MUSEUM CREDIT CARD READER | 78.00 |
| FIA CARD SERVICES | 100031699 | WWTP - OUTDOOR WIFI | 282.54 |
| FIA CARD SERVICES | 00003 | WWTP MEETING | 20.47 |
| FIA CARD SERVICES | 6/9/16 | WIRELESS CHARGER | 25.98 |
| FIA CARD SERVICES | 1371909 | ECON DEV MEETING | 25.52 |
| FIA CARD SERVICES | 6/12/16 | CITY CARD USED IN ERROR | 46.27 |
| FIA CARD SERVICES | 1006 | MEETING W/MAYOR & MAY, OBERFELL, & | 39.87 |

| Vendor | | Description | Amount |
|-------------------------------------|-------------------|---|-----------|
| FIA CARD SERVICES | 312534 | CITY CARD USED IN ERROR | 6.87 |
| FIA CARD SERVICES | 1373887 | ECON DEV MEETING | 30.07 |
| FIA CARD SERVICES | 00001 | CAUA RATE MEETING | 20.08 |
| FIA CARD SERVICES | BBY01786170057032 | CCDET MONITOR/ACCOUNTANT SSD | 290.42 |
| FIA CARD SERVICES | 281408 | FEMA DISASTER PUBLICATION | 65.50 |
| FIA CARD SERVICES | 166627 | CELL SIGNAL BOOSTER | 549.99 |
| FIA CARD SERVICES | MSK2TFG2H6 | IPHONE BACKUP | 0.99 |
| FIA CARD SERVICES | 4471612-636450 | IPHONE CASE | 54.69 |
| FIA CARD SERVICES | 6/9/16 | LOGMEIN SUBSCRIPTION | 149.00 |
| FIA CARD SERVICES | 3349053019 | FAX SERVICE - LIFT STATION REPORTS | 24.99 |
| FIA CARD SERVICES | 4227472008 | FAX SERVICE - LIFT STATION ALARMS | 24.99 |
| FIA CARD SERVICES | M0H0C-W3A10-2S2 | BUSINESS CARDS - DAVIS | 35.39 |
| FIRST DUE FIRE SUPPLY COMPANY | 16-491 | TURN OUT GEAR | 1,501.12 |
| FLEIS & VANDENBRINK ENGINEERING INC | 43735 | WWTP - CONSTRUCTION ADMIN SVCS | 10,562.12 |
| FRONTIER | 26978201001022145 | PHONE SERVICE - SNOW BLDG | 81.66 |
| FRONTIER COMMUNICATIONS, INC. | 7/7/16 | ABANDON & REROUTE CABLES - 214 & 307 | 8,396.29 |
| FUTURE ENVIRONMENTAL, INC. | 16199 | PUMPED OUT HOISE PIT - DPS GARAGE | 280.00 |
| GEORGIA BLAIR | 0006 | REIMBURSE SEWER RODDING - 206 BRADLEY | 150.00 |
| GLOBAL TELEMATIC SOLUTIONS, LLC | 24310 | VEHICLE TRACKING SERVICE | 575.00 |
| GOLLNICK, JEFF | 7/8/16 | FIRE INVESTIGATION TRAINING | 235.13 |
| GREAT LAKES CLEANING SYSTEMS, INC | 46842 | PRESSURE WASH SOAP | 350.00 |
| GRIFFIN, ALFONZO | 07/20/2016 | UB refund for account: 12-0222-9 | 17.39 |
| HAAS ALARMS AND SERVICE, INC | 2397 | WWTP - REPAIR BLOWER BLDG ALARMS | 114.71 |
| HAGGIN WIMBERLY CHEVY OLDS GEO INC | 193029 | A/C REPAIR (PD VEH #132) | 590.90 |
| HALE'S HARDWARE, INC | 10115175 | USB/WALL CHARGER | 26.00 |
| HALE'S HARDWARE, INC | D113647 | LAWN RAKES | 56.22 |
| HALE'S HARDWARE, INC | C171459 | WATER VALVE - CEMETERY | 40.68 |
| HALE'S HARDWARE, INC | B114772 | STAINLESS NUTS & BOLTS | 17.96 |
| HALE'S HARDWARE, INC | C172530 | CABLE | 36.84 |
| HALE'S HARDWARE, INC | D114111 | CCWS - BLACK SPRAY PAINT | 5.33 |
| HALE'S HARDWARE, INC | A100507 | CABLE/NOZZLE/MAGNET/PLUMBING PARTS | 49.31 |
| HALE'S HARDWARE, INC | B112022 | BALL VALVE/CONNECTOR/NIPPLES | 25.74 |
| HALE'S HARDWARE, INC | C168452 | SHIPPING CHARGES - SECURIT SAMPLES | 15.89 |
| HALE'S HARDWARE, INC | C168563 | DRILL/CLEANING SUPPLIES/FASTENERS | 232.30 |
| HALE'S HARDWARE, INC | A100746 | NIPPLES | 12.39 |
| HALE'S HARDWARE, INC | C170031 | SHIPPING CHARGES | 12.00 |
| HALE'S HARDWARE, INC | C171601 | FASTENERS - STREET LIGHTS (WO 15-1021) | 30.00 |
| HALE'S HARDWARE, INC | B115225 | BALL VALVE | 16.47 |
| HALE'S HARDWARE, INC | D112751 | BLDG MTCE - BULBS/SWITCH | 22.77 |
| HALE'S HARDWARE, INC | C173361 | SHIPPING CHARGES - WWTP COURSE MATERIAL | 18.96 |
| HALL, DONALD | 7/20/16 | JULY 2016 BOARD OF REVIEW | 25.00 |
| HANSON BEVERAGE SERVICE | 629033 | DISTILLED WATER | 40.50 |
| HANSON BEVERAGE SERVICE | 644220 | DISTILLED WATER | 31.00 |
| HANSON BEVERAGE SERVICE | 656739 | DISTILLED WATER | 40.50 |
| HARDING'S MARKET, INC | 7/18/16 | COFFEE & WATER | 25.89 |
| HERITAGE CRYSTAL CLEAN, INC | 14127977 | WASTE PROFILE | 75.00 |
| HI-TECH SMR COMMUNICATIONS | 24121 | PD EQUIPMENT | 122.00 |
| IBEX INSURANCE AGENCY | 0041215078 | HEALTH INSURANCE PREMIUM-AUGUST 2016 | 55,798.15 |
| IBEX INSURANCE AGENCY | 7/21/16 | DENTAL INSURANCE PREMIUM-AUGUST 2016 | 1,979.69 |

| Vendor | | Description | Amount |
|-------------------------------------|--------------|--|-----------|
| IBID COUNTY ELECTRIC, INC. | 7/20/16 | PERMIT PE 16-028 FOR CITY OWNED PROJECT | 278.00 |
| INTERNATIONAL CODE COUNCIL, INC | 3101236 | MEMBERSHIP DUES - J BRADFORD | 135.00 |
| J DOHENY SUPPLIES INC | A94782 | #11 SCREEN & TUBE WELDMENTS/FLOAT BALL | 4,290.66 |
| J DOHENY SUPPLIES INC | A94783 | #11 FLOAT SEAT WELDMENTS | 664.87 |
| JACKSON TIRE COMPANY | 7/6/16 | TIRE TUBE - TORO 52" | 15.00 |
| JOHN & CURT'S BRAKE & ALIGNMENT | 7/7/16 | BRAKE PADS/ROTORS (PD #53) | 368.78 |
| JUDD LUMBER COMPANY, INC | 1607-687790 | PAINT - PARKING LOT (CITY HALL) | 3.79 |
| JUDD LUMBER COMPANY, INC | 1607-687506 | SKATEPARK - SEALER/SCREWS/PAINT TRAY | 32.68 |
| JUDD LUMBER COMPANY, INC | 1607-687605 | SKATEPARK - | 235.69 |
| JUDD LUMBER COMPANY, INC | 1607-688205 | GALV COUPLING/NIPPLE/BUSHING (SPRAY GUN) | 11.77 |
| JUDD LUMBER COMPANY, INC | 1607-687641 | 2X4-16 STUDS - CEMETERY | 32.40 |
| JUDD LUMBER COMPANY, INC | 1607-687399 | GRAVEL MIX - CEMENT (COMMERCIAL ST | 9.32 |
| JUDD LUMBER COMPANY, INC | 1607-687414 | HURON MORTOR - COMMERCIAL ST MANHOLE | 9.98 |
| JUDD LUMBER COMPANY, INC | 1607-688115 | PLASTIC ROOF CEMENT | 43.99 |
| JUDD LUMBER COMPANY, INC | 1607-688674 | SKATEPARK - PAINT/BROOM | 66.00 |
| JUDD LUMBER COMPANY, INC | 1607-689037 | SUPPLIES - SHELVING (EVIDENCE ROOM) | 47.63 |
| JWC ENVIRONMENTAL | 81602 | WWTP - CHANNEL MONSTER GRINDER | 23,601.00 |
| KOTZ SANGSTER WYSOCKI PC | 379024 | LEGAL SERVICES | 725.00 |
| KROOK CONTAINER, INC | 630 | STEEL DRUM - PAINT REMOVAL AT WWTP | 34.50 |
| LAKE MICHIGAN MAILERS, INC | 352712 | POSTAGE | 5,000.00 |
| LAWSON PRODUCTS, INC | 9304221552 | WIRE/PAD KIT/RECIP | 406.16 |
| LEAR, DENISE | 07/20/2016 | UB refund for account: 08-0280-6 | 116.96 |
| MADISON NATIONAL LIFE INS CO, INC | 1217587 | LIFE INSURANCE POLICY-AUGUST 2016 | 934.70 |
| MAKAREWICZ, JUSTIN | 07/20/2016 | UB refund for account: 15-1605-1 | 100.82 |
| MARKLE CLENDENIN | 7/21/16 | AWARD AMOUNT | 150.00 |
| MATTIX, MICHAEL | 105969821199 | REIMBURSE FOR INSTRUCTOR ASSOCIATION | 85.00 |
| MERRILL EXCAVATING, INC. | 2357 | DEMO OF BLDGS (101 NY/204 & 214 | 17,750.00 |
| MICHIGAN ELECTION RESOURCES | 36197 | I VOTED STICKERS/POSTAGE | 49.09 |
| MICHIGAN PUBLIC POWER AGENCY | 20160710022 | ENERGY EFF SVC COMM FEE JUNE 2016 | 159.54 |
| NATIONAL ASSN. OF FIRE INVESTIGATOR | 21643 | GOLLNICK MEMBERSHIP | 55.00 |
| NCL OF WISCONSIN, INC. | 375179 | LAB SUPPLIES | 93.30 |
| NORMAN PERRY TROPHIES & ENGRAVING | 045456 | KAZLAUSKAS AMENITY PLAQUE | 98.00 |
| OSCAR AZEVEDO | 2-16 | SERVICES RENDERED PER CONTRACT | 4,766.65 |
| OUDBIER INSTRUMENT CO. | 8043 | METER CALIBRATIONS | 403.20 |
| PARAGON LABORATORIES, INC | 95116-93686 | MERCURY TESTING | 88.00 |
| PETTY CASH | 7/15/16 | PETTY CASH REIMBURSEMENT | 51.17 |
| PETTY CASH | 7/13/16 | PETTY CASH REIMBURSEMENT | 181.91 |
| PETTY CASH | 7/19/16 | PETTY CASH REIMBURSEMENT | 29.35 |
| POWER LINE SUPPLY, INC | 56049675 | HAZARD SIGNS - SUBSTATIONS | 1,128.45 |
| POWER LINE SUPPLY, INC | 56049676 | HAZARD SIGNS - POPLAR SUBSTATION | 537.50 |
| POWER LINE SUPPLY, INC | 56050157 | HAZARD SIGNS - SUBSTATIONS | 1,280.81 |
| POWER LINE SUPPLY, INC | 56050158 | HAZARD SIGNS - SUBSTATIONS | 253.59 |
| POWER LINE SUPPLY, INC | 56048454 | TRANSFORMER CONNECTORS | 88.02 |
| POWERNET GLOBAL COMMUNICATIONS | 37209963 | LONG DISTANCE SERVICE 6/12 - 7/12/16 | 14.20 |
| PRECISION DATA PRODUCTS, INC. | I0000466075 | PRINTER INK | 178.85 |
| PRECISION ELECTRIC, INC. | 0204054 | BOOSTER STATION - REWIRE PUMP CONTROLS | 750.00 |
| PRECISION ELECTRIC, INC. | 0204055 | ADD ALARM CIRCUITS | 690.00 |
| PRECISION ELECTRIC, INC. | 0204029 | PRIMARY PUMP PLC REPLACEMENT | 12,592.72 |
| PREFERRED PRINTING, INC | 29609 | FARMERS MARKET DRAWING CARDS | 84.00 |

| Vendor | | Description | Amount |
|-------------------------------------|------------------|---|-----------|
| PREFERRED PRINTING, INC | 29652 | BUSINESS CARDS/ENVELOPES/DART TICKETS | 504.11 |
| PRINTING SYSTEMS, INC | 96655 | CHECKS | 402.70 |
| PRIORITY COMPUTER SERVICES, INC | 204870 | MONTHLY SERVER/EMAIL MTCE | 330.00 |
| PRIORITY COMPUTER SERVICES, INC | 204898 | SERVER HARD DRIVE | 140.00 |
| PVS MINIBULK, INC. | 102684 | SODIUM BISULFITE - WWTP CHEMICALS | 1,591.00 |
| REAL PRO SOLUTIONS, LLC | LM2407WWTP | WWTP MOWING | 375.00 |
| REAL PRO SOLUTIONS, LLC | LM2421 | MOW - ROW/POKAGON ST/COMMERCIAL CENTER | 350.00 |
| REAL PRO SOLUTIONS, LLC | 1519 | BLIGHT MOWINGS | 183.50 |
| REAL PRO SOLUTIONS, LLC | LM2424 | BLIGHT MOWINGS | 86.25 |
| REAL PRO SOLUTIONS, LLC | HB1409 | EMERGENCY BOARD-UP | 70.00 |
| REAL PRO SOLUTIONS, LLC | LM2426 | MOW - SUBSTATIONS/RUDOLPHI TOWER | 172.50 |
| REAL PRO SOLUTIONS, LLC | LM2427 | CCWS - MOW PENN PUMP HOUSES | 90.00 |
| REAL PRO SOLUTIONS, LLC | LM2428 | CCWS - MOW VANDALIA TOWER | 70.00 |
| REAL PRO SOLUTIONS, LLC | LM2429 | MOW - NUBOUR BOOSTER STATION | 50.00 |
| REAL PRO SOLUTIONS, LLC | LM2425 | WWTP MOWING | 375.00 |
| RHOADES MCKEE | 264943 | ENVIRONMENTAL-LANDFILL | 1,168.75 |
| RHOADES MCKEE | 264944 | ENVIRONMENTAL-LANDFILL | 570.00 |
| RODRIGUEZ, DACIA | 07/20/2016 | UB refund for account: 05-0138-11 | 112.59 |
| ROUND OAK | 10069 | VOLUNTEER LUNCHEON | 375.00 |
| RUSHING, NEKITA | 07/20/2016 | UB refund for account: 08-2195-6 | 316.71 |
| RUTKOWSKA, JASON | 16-0570-FY | MILEAGE - COURT | 8.64 |
| SCHERER, JOE DBA LONELY PI | 7/18/16 | 08/16 MONTHLY PMT ACCT 7508450033 | 6,174.53 |
| SCOTT SAYLOR | 00205 | MOW RUSSOM PARK | 185.00 |
| SCOTT SAYLOR | 00205 | MOW RUSSOM PARK | 185.00 |
| SEMCO ENERGY GAS COMPANY | 0359348.501 | GAS SVC 5/25 - 6/24/16 (NUBOUR BOOSTER) | 15.06 |
| SEMCO ENERGY GAS COMPANY | 0346992.502 | GAS SVC 5/27 - 6/28/16 | 15.06 |
| SEMCO ENERGY GAS COMPANY | 0147944.500 | GAS SVC 5/31 - 6/29/16 | 15.75 |
| SEMCO ENERGY GAS COMPANY | 0146763.501 | GAS SVC 5/31 - 6/29/16 | 58.08 |
| SEMCO ENERGY GAS COMPANY | 0149138.502 | GAS SVC 6/1 - 6/30/16 | 15.75 |
| SEMCO ENERGY GAS COMPANY | 0148809.501 | GAS SVC 6/1 - 6/30/16 | 28.06 |
| SEMCO ENERGY GAS COMPANY | 0149077.500 | GAS SVC 6/1 - 6/30/16 | 28.06 |
| SEMCO ENERGY GAS COMPANY | 0149089.500 | GAS SVC 6/1 - 6/30/16 | 15.06 |
| SEMCO ENERGY GAS COMPANY | 0148902.500 | GAS SVC 6/1 - 6/30/16 | 90.62 |
| SEMCO ENERGY GAS COMPANY | 0149080.500 | GAS SVC 6/1 - 6/30/16 | 19.85 |
| SHELL OIL COMPANY | 0000000065260523 | JUNE 2016 FUEL CHARGES | 114.80 |
| SOUTH BEND UNIFORM | 32811 | UNIFORMS - ROMAN | 376.75 |
| SPARKLE AND SHINE CAR WASH | 1105-83 | CAR WASH | 5.00 |
| SPECIALTY SYSTEMS OF SOUTH BEND INC | 013396 | ASBESTOS REMOVAL FOR 214 COMMERCIAL ST | 13,750.00 |
| STATE OF MICHIGAN-MDOT | 591479020 | PROJECT FINAL SETTLEMENT - AIRPORT | 148.48 |
| STEWART, RODNEY | 07/20/2016 | UB refund for account: 16-1696-18 | 72.18 |
| TERMINIX | 356390116 | PEST CONTROL - CH | 120.00 |
| THE RIDGE COMPANY | 677858 | SWAY BAR BUSHING - FRONT SUSP (#2-80) | 63.10 |
| THE RIDGE COMPANY | 677663 | SWAY BAR LINK - FRONT SUSP (#2-80) | 126.00 |
| THE RIDGE COMPANY | 677400 | HYD HOSE/FITTINGS (#80) | 52.02 |
| THE RIDGE COMPANY | 678030 | P 07 TRANSMISSION SEALANT | 7.33 |
| THE RIDGE COMPANY | 678130 | DEEPLY CYCLE BATTERY/WINDOW DEFLECTOR | 146.52 |
| THE RIDGE COMPANY | 678029 | TRANS FILTER KIT/FILTER ONLY (P 07) | 54.97 |
| THE RIDGE COMPANY | 678299 | BRAKE REPAIR/CORE DEPOSIT (#128) | 229.58 |
| TIMOTHY & JUDINE WEST | 7/21/16 | AWARD AMOUNT | 150.00 |

| Vendor | | Description | Amount |
|------------------------------------|----------------|---|------------|
| TOXOPEUS, DAVID | 287248782175 | CELL PHONE REIMBURSEMENT 6/6 - 7/5/16 | 60.00 |
| TYLER AUTOMOTIVE CH-DO-JE | 52834 | RETAINER STABALIZER SUPPORT (#2-80) | 14.96 |
| UNDERGROUND PIPE & VALVE, INC | 1017189 | STRAW BLANKET FOR HENRY ST BRIDGE | 56.95 |
| US BUSINESS SYSTEMS, INC | IN73297 | PRINTER MAINT - BILLING/CITY MANAGER | 1,274.92 |
| USA BLUEBOOK | 991622 | LAB SUPPLIES | 1,080.31 |
| USA BLUEBOOK | 992642 | BUTTERFLY VALVE - WWTP (SOUTH DIGESTER) | 319.20 |
| VANDERVRIES, EDWARD | 7/18/16 | ASSESSING SERVICES 08/16 | 25.00 |
| VINEYARD PRESS | 6674 | FARMERS MARKET - FARM TO TABLE | 33.00 |
| WAGeworks | 125AI0475141 | ADMIN AND COMPLIANCE FEES | 115.00 |
| WASTE MANAGEMENT OF MICHIGAN, INC. | 8380709-1710-2 | DUMPSTERS/TRASH CART - 7/16 | 397.85 |
| WASTE MANAGEMENT OF MICHIGAN, INC. | 7466792-2529-0 | SLUDGE DISPOSAL | 3,785.00 |
| WIGGINS, DANIEL | 7/12/16 | K-9 DECOY TRAINING | 290.90 |
| WIGHTMAN & ASSOCIATES, INC | 52938 | QUALITY OF LIFE PROJECTS | 13,716.26 |
| WIGHTMAN & ASSOCIATES, INC | 52929 | DVISION AND COMMERCIAL ST CORRIDOR | 42,257.84 |
| WILSON, GARL & LORETTA | 07/20/2016 | UB refund for account: 01-3151-2 | 299.94 |
| WIRICK, PATRICIA | 07/20/2016 | UB refund for account: 08-2164-9 | 35.77 |
| ZBATTERY.COM, INC | I170272 | BATTERIES | 21.94 |
| Total: | | | 872,288.83 |

CITY OF DOWAGIAC

MEMO TO: Kevin P. Anderson, City Manager

FROM: Rebecca L. Grabemeyer, CPA

DATE: July 8, 2016

SUBJECT: Rental Affidavit and Third Party Form & Ordinance Amendment

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

The following errors are being corrected with this ordinance change.

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

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

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

ORDINANCE NO. , 2016

ORDINANCE-----

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

THE CITY OF DOWAGIAC ORDAINS:

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

- d. Commencing on August 1, 2016, level I deposits shall be applied to all "non renting" customers' bills within 90 days of said date and annually within 90 days of August 1, 2016 thereafter for those "non-renting" customers who have maintained a current bill (paid by the due date without penalty) for the 12 months of the proceeding calendar year. Deposits for all "renting" customers shall not be applied to the account but shall remain as an active deposit until the "renting" account is closed.

1. Remove – this has been covered in subsection i.

- i. Once a "non-renter" has established a current payment history with the city, a deposit will not be required should the applicant request utility service at a new location. Should the applicant subsequently be disconnected for a violation of any utility ordinance they will be required to pay any deposits as required of an applicant without acceptable credit history. Further, their utilities will not be turned on until all amounts, including the deposits required, have been paid in full.

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

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

ADOPTED/REJECTED

Donald L. Lyons, Mayor

Jane P. Wilson, City Clerk