



SPECIAL MEETING OF THE DOWAGIAC CITY COUNCIL

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

Friday, October 3, 2014, 12:00 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 Randall Gross, Sr.
-Councilmember Lori Hunt
-Councilmember Bob Schuur

RESOLUTIONS –

1. Resolution authorizing a Water Service Agreement between the City of Dowagiac and Wayne Township.
2. Resolution to adjourn to a closed session to meet with the City Manager to discuss negotiations related to the purchase of real property. (Roll Call)

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: October 1, 2014

SUBJECT: Water Service Agreement with Wayne Township

Last night Wayne Township authorized special assessments for water service that will be run in the Nubour Street/Davis Lane area. The Township Board also approved the Water Service Agreement with the city that authorizes the extension of city water services and defines responsibilities for maintenance for the next 40 years. Approval of this agreement will complete the terms authorized by council in a Memo of Understanding that was authorized in 2013. Construction is to begin yet this fall.

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

RECOMMENDATION

Approve a Resolution authorizing a Water Service Agreement between the City of Dowagiac and Wayne Township.

Support Documents:

Cover Memo-City Mgr.
Resolution

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

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

WHEREAS, one of the components of the MOU involved a water services agreement that would define the terms of the water extension in Wayne Township, and;

WHEREAS, the agreement is consistent with the terms stated in the MOU and has been approved by the Wayne Township Board on September 30, 2014.

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

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

ADOPTED/REJECTED

**WATER SERVICE AGREEMENT
CITY OF DOWAGIAC AND WAYNE TOWNSHIP**

THIS AGREEMENT is made this ____ day of ____, 2014, by and between the **CITY OF DOWAGIAC**, a Michigan municipal corporation (the "City"), the principal business address of which is PO Box 430, Dowagiac, MI 49047 and **WAYNE TOWNSHIP**, a Michigan general law township (the "Township") the principal business address of which is PO Box 304 Dowagiac, MI 49047. This contract dated _____, 2014 between the CITY OF DOWAGIAC and WAYNE TOWNSHIP is pledged to USDA, Rural Development as part of security for the loan.

RECITALS

WHEREAS, the City owns and operates a public water treatment plant with pumping facility together with a water distribution system which supplies water to customers and residents within the jurisdictional boundaries of the City of Dowagiac, Cass County, Michigan and;

WHEREAS, the Township proposes to construct and operate a water supply distribution system serving water users within its jurisdictional boundaries in the area described in plans now on file in its offices which is generally described as:

"All of Davis Lane and Nubour Street from Davis Lane to approximately 1200 feet south of the 90 degree curb to the south on Nubour Street within the Township, adjacent to and east of the City of Dowagiac, north of Mill Pond" (See Attachment A) "Planning Area Map"); and

WHEREAS In order to accomplish this purpose, the Township will require a supply of treated water, and

WHEREAS, the City is willing to sell water to the Township water customers, to provide operation, maintenance, repair, and administrative services to the Township's water distribution system at no cost to the Township; and

WHEREAS, the City and Township each believe it is in the best interest of the public health, safety and welfare to further engage in intergovernmental cooperation in order to maximize resources, reduce costs, and increase services to citizens by allowing for the implementation of the Wayne Township Nubour Street Area Water System ("NSAWS") with USDA Rural Development Fund grant and loans; and by combining the public water systems within their geographical boundaries.

NOW THEREFORE, in consideration of the respective representations and agreements contained herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS. The following terms, whenever used in this Agreement, shall have the following meanings, unless the context shall indicate another or different meaning.

"Agreement" means this Water Service Agreement executed between the City and Township.

"City" means the City of Dowagiac, Cass County, Michigan.

"City Customer" means a user of the Water System who is located within the geographic boundaries of the City.

"City System" means the water supply, treatment and distribution system, including mains, transmission lines and laterals along with the water treatment plant and pumping facilities, together with related appurtenances thereto, including, but not limited to fittings, valves, hydrants, pumps, pumping equipment, water storage facilities, and related equipment now present or later located within the geographical confines of the City.

"NSAWS Area" means the geographical area within the jurisdictional boundaries of the Township, in which NSAWS services shall be supplied to Township customers. (See Attachment A).

"Potable Water" means water complying with or exceeding the acceptable purity standards as set forth by the State of Michigan and/or the United States government.

"Production Facilities" means the wells, pumps, buildings, chemical treatment equipment, iron filtration equipment, collector mains and all water mains connecting to the transmission and distribution system.

"Rights-of-Way" means the public streets, highways, alleys and other public places, rights-of-way and easements within the jurisdictional boundaries of the NSAWS.

"Storage Facilities" means the elevated or ground tanks and all appurtenances that serve to store a quantity of water for the Water System and to establish and maintain an even pressure in an area.

"Township" means Wayne Township, Cass County, Michigan.

"Township Customer" means a user of the NSAWS, who is located within the geographic boundaries of the Township

"Nubour Street Area Water System" or "NSAWS" means the distribution system, including mains, transmission lines and laterals, up to and including the curb-stops, together with related appurtenances thereto, including but not limited to fittings, valves, hydrants, pumps, pumping equipment, water storage facilities, and related equipment defined as the Nubour Street Area of the Township or NSAWS. The NSAWS is depicted in Attachment A attached and incorporated as part of this Agreement.

"Water System" means the public water supply, treatment and distribution system comprised of the City System.

SECTION 2. OWNERSHIP. The Township intends to construct NSAWS, including mains, transmission lines and laterals in the area generally described above which has heretofore not been serviced with any municipal water, at Township expense funded by bonds, repayment obligations to the USDA, and special assessments on properties specially benefitted by the provision of public potable water. After construction, Wayne Township will own the NSAWS, subject to its repayment obligations.

SECTION 3. RIGHTS OF WAY. The Township will provide evidence satisfactory to the USDA-Rural Development office that it has continuous and valid control over the lands and rights-of-ways necessary for the implementation of the system. The city will execute or cause to be executed any required easement (temporary or permanent) over, across, under and within the rights-of-ways of the City as may be necessary for the fulfillment of this Agreement.

SECTION 4. TOWNSHIP ORDINANCES AND RULES. Except for those ordinances, rules, and regulations applicable only to the City, the Township agrees to adopt and enforce such water use ordinances, rules, water use bans and regulations (hereinafter collectively referred to as "Use Controls"), promulgated by the City from time to time in substantially the same form as the City, and all such water Use Controls adopted by the Township shall include language which, by reference, incorporates all Use Controls promulgated by the City from time to time. The City and the Township shall periodically review such water Use Controls, rules and regulations to ensure consistency and uniformity, and the Township shall provide to the City copies of its Use Controls, rules and regulations upon request. The Township agrees to use all available means to strictly enforce such Use Controls. The Township agrees to amend or repeal any and all ordinances, rules and regulations that conflict with the provisions of this Agreement or are contrary to the terms or goals set forth in this Agreement. The Township also agrees to adopt and promote any and all measures of aid and assistance needed for prompt and efficient accomplishment of the objectives of this Agreement, including but not limited to undertaking necessary collection actions and the placing of liens, as authorized by state law on real property receiving the NSAWS service at the request of the City upon transmittal of a delinquency notice by the City to the Township of a delinquent Township Customer. The City shall provide a list of delinquencies to the Wayne Township Treasurer by October of each year for inclusion in the winter tax bills. Payment will be remitted to the City of Dowagiac within fifteen (15) days of the final tax settlement with the Cass County Treasurer that occurs in May of each year.

SECTION 5. OBLIGATION TO FURNISH WATER. Commencing with the conclusion of construction of the NSAWS, the City agrees to provide potable water to Township Customers within the NSAWS area. The parties agree that the underlying philosophy of this Agreement shall be the allocation of water volumes from the treatment plant to the NSAWS area in an amount sufficient to meet the demands of the Township Customers within the NSAWS area. The City will use reasonable diligence to meet the water usage demands of Township Customers connected to the NSAWS, and to provide and maintain regular and uninterrupted service; however, it shall not be responsible for temporary water loss or excessive pressure, and shall not be liable for damages caused by Force Majeure, accident, third-party construction or excavation, repairs or incidental or other causes; nor is the City liable for any injuries or damages of any nature caused by the use of water furnished by the City.

In the event of a water shortage or the total water supply shall be temporarily insufficient to meet all of the needs of the City and Township Customers, the City may prorate the water available among the City and Township Customers on such basis as is deemed equitable by the City, and may also prescribe a schedule of hours covering use of water for particular non-essential purposes or prohibiting use of water for particular non-essential purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all the City and Township Customers, the City must first satisfy all of the needs of all City and Township Customers for domestic purposes before supplying any water for business purposes and must satisfy all the needs of all City and Township Customers for both domestic and business purposes before supplying any water for lawn or garden purposes.

SECTION 6. MUTUAL AID FIRE AGREEMENT AND COMPACT. Wayne Township and the City of Dowagiac both operate and fund municipal fire departments. The provision of municipal water and fire hydrants to the NSAWS Area will increase the firefighting and response capabilities of the fire departments for structural fires and other emergencies in the NSAWS Area. The parties will execute a mutually acceptable agreement that will ensure that the Dowagiac City Fire Department is dual-dispatched to all structural fires and emergencies solely within the NSAWS Area.

SECTION 7. IMPLEMENTATION AND CONSTRUCTION COSTS. It is anticipated that concurrent with receipt of loan funding obtained through the United States Department of Agriculture Rural Development ("USDA"), the NSAWS project will be designed, let for bid and constructed by Wayne Township. The completed NSAWS will be owned by Wayne Township during the period of its repayment obligation and subject to this Agreement.

The cost of the Nubour Street Area Water Supply project will be paid by the benefitted properties through special assessments placed on the real property tax statements and collected as provided by law.

SECTION 7a. CITY'S CONSTRUCTION COST OBLIGATION. As an owner of property to be benefitted by the NSAWS and in lieu of inclusion in the special assessment district, the City shall pay 15% of the total costs of the NSAWS Project (revised cost of \$1,105,000). Such payment shall be subject to a 40-year repayment term at the rate of interest being paid by Wayne Township on the assessment of Wayne Township residents. The annual assessment installment amount is estimated to be a minimum principal payment of \$3,937.50 plus interest on the unpaid balance at an annual rate not to exceed 1% above the interest rate charged by USDA Rural Development on the Federal loan. The Township will provide the final construction cost and annual repayment obligation to the City within 21 days of the closing on the bonds.

The City will, if necessary, prepay the first installment of the City's contracted payment in an amount equal to the Township's first bond payment if cash flow is an issue in the first year because of the timing of tax collection. The Township will notify the City, in writing, of its need for prepayment within 15 business days of its determination of the need for the same. The City shall effectuate such prepayment within 45 days after the notice of need is provided by Wayne Township. The amount of any city prepayment shall be deducted from the annual City payments to the Township under this Section.

SECTION 8. DESIGN AND CONSTRUCTION STANDARDS. The NSAWS has been designed and will be constructed in accordance with well-known and established practices and standards and engineering practices, designs and plans as determined and approved by the Township, the City and any other appropriate governmental departments or agencies. The City, its engineers and employees ("City Representatives") shall at all times have the right to enter upon the premises or any portion of the NSAWS Area or area upon which the materials for the NSAWS project are stored, to inspect the project work and materials to ascertain whether the construction is being carried out in accordance with this Agreement. The Township's contractors and sub-contractors shall furnish all facilities and documents and provide ample time for inspection by City Representatives. Upon completion, the Township shall provide to the City a complete set of all as-built drawings and specifications for the NSAWS project.

SECTION 9. PLANT EXPANSION AND UPGRADES. In the event that the expansion of the City's pumping and treatment facility is necessary, the City shall be responsible for the cost of any such expansion. Such costs may be charged to all water customers in such manner and basis as provided by law.

SECTION 10. CUSTOMER SERVICE CONNECTIONS. The Township customer service connections on water lines within the NSAWS shall be installed under the same conditions, rules, regulations, and charges as are now or may later be in effect within the City of Dowagiac. The City hereby agrees to provide water service, routine maintenance, and all repairs up to the point of customer service connection for Township Customers consistent with its service for City customers. The Township Customer shall remain responsible for all repairs to customer service connections after the outlet point of the curb stop.

The City shall implement a tap fee for those city residents that apply to connect to the NSAWS for water service. The tap fee will be an amount equal to the special assessment connection fee levied by Wayne Township on the property owners within the special assessment district. The Township shall be responsible for collection of the same; however if any tap fees are collected by the City from City residents in the project area the same shall be remitted to Wayne Township within 15 days of receipt to be used solely for the purposes of debt reduction. The amount of the tap fee is an amount equal to the special assessment the Township assesses to Township Customers.

Wayne Township agrees that all new development within the NSAWS Area shall be required to connect to the NSAWS.

SECTION 11. CUSTOMER METERS: The City will provide, install, and maintain all meters for measuring water used by Township Customers except for irrigation and "deduct" meters. Meters used for those purposes must be purchased by the customer and inspected by the City Public Works Department prior to use.

SECTION 12. MAINTENANCE OBLIGATIONS. The maintenance of the NSAWS and its appurtenances, shall be the obligation of the City. The City shall keep and maintain the NSAWS and appurtenances in good working order in accordance with a standard not less than

the manufacturer's recommended procedure for each item. The City shall keep records of all maintenance and repairs to the NSAWS and its appurtenances. Maintenance shall also include repairs and replacement of equipment and/or parts which shall be the obligation of the City. The City agrees, as part of its operation, to keep the fire hydrants flushed periodically; including maintenance, painting, and operation of said fire hydrants. The City shall provide emergency repairs and maintenance to the NSAWS in the same manner and with similar urgency as is provided for the City's system. Such emergency repairs or maintenance shall take place within 48 hours of notification to the City or within such reasonable time as is mutually agreed.

SECTION 13. PERMIT RESPONSIBILITY. The Township hereby accepts the responsibility for obtaining such permits, consents or other required approvals as may be necessary for the installation and maintenance of the NSAWS from such board, commission, unit or entity as may have jurisdiction over the same. If other authority protocol dictates the City must be the applicant, the Township will fully reimburse the City for all costs and professional fees incurred by the City in obtaining all required permits, consents or approvals.

SECTION 14. RATES AND BILLING. Water rates for Township Customers shall be determined on a cash basis methodology, unless another methodology is otherwise agreed upon by mutual consent of the parties. The City will provide the Township a copy of its annual water budget and documentation reflecting the costs used to determine the water rates. In the event the Township believes that the City has included unreasonable charges that have a material impact on water rates and are without adequate justification, the Dispute Resolution procedures set forth in Section 23 of this Agreement may be utilized. During the pendency of Dispute Resolution procedures, Township Customer fees shall be collected and remitted to the City at the rate applicable during the billing period immediately preceding invocation of Dispute Resolution under Section 23 of this Agreement. The City has provided the Township with its current water budget and documentation used to determine its current water rates; the parties agree that the City's current water rate methodology is reasonable. Township Customers shall be billed on a monthly basis at a rate equal to the fees charged City customers.

The City shall read the NSAWS meters as it does existing meters presently in the system and bill for water used as presently provided in the City's Water Rate Ordinance- Master Fee Schedule, and as said Water Rate Ordinance-Master Fee Schedule may be amended by the City from time to time. The City agrees that the rate to all Township Customers shall equal the rate charged to City customers. Billing parity will be maintained between the City and Township customers in perpetuity for the duration of this agreement.

The City shall be entitled to apply the same collection enforcement measures to Township customers as it does for City customers, including the termination of service for nonpayment of water bills. When unpaid tap-in or usage fees are delinquent, City will notify the Township of the need for collection measures and Township shall undertake the same on behalf of the City.

SECTION 15. FINANCIAL REPORTS AND INSPECTION ALLOWANCE. The City shall make monthly and annual financial reports available for inspection upon request by the Township or the USDA – Rural Development division or its successor agency. The City shall comply with all related federal financial assistance and/or obligations as if it were the borrower of USDA-Rural Development Funds and shall meet all federal, state and local government requirements. The City's Department of Public works shall provide or contract with a water system manager and shall compensate the manager in accordance with its prevailing obligation. The Township shall have no management personnel or obligations for the NSAWS.

SECTION 16. INSURANCE OBLIGATION. The City shall provide certificates of insurance and management fidelity bonds in an amount equal to at least \$100,000.00.

SECTION 17. EXCLUSIVENESS. The City and Township agree that the City shall be the exclusive provider of public water supply for the NSAWS. The Township will not enter into an agreement to obtain water service from another provider for customers within the Township. However, if the City defaults on its obligation to provide water as provide herein, the Township may obtain an alternate source of water service for Township Customers.

SECTION 18. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the invalid or unenforceable provision shall be severed from the remaining provisions of this Agreement which shall remain in full force and effect.

SECTION 19. SUCCESSORS. This Agreement is hereby mutually understood and declared to be binding upon all successor governmental units of the Township and City which may, during the term hereof, become vested by law with the right to control the use of the water system herein before described, whether by legal process, assignment or otherwise.

SECTION 20. FORCE MAJUERE. The parties to this Agreement shall be excused from performance under and breach of any provision of this Agreement by Force Majeure. For the purposes of this Agreement, "Force Majeure" means, but is not limited to, the following: (i) strikes, lockouts, or picketing (legal or illegal); (ii) governmental action or condemnation; (iii) riot, civil commotion, insurrection, and war; (iv) fire or other casualty, accident, acts of God or public enemy; (v) drought or other adverse weather conditions; (vi) unavailability of fuel, electric or other power, supplies or materials; (vii) unanticipated failure of the City System or the NSAWS; or (viii) the passage or unexpected interpretation or application of any statute, law, regulation or moratorium of any court or governmental authority.

SECTION 21. PROHIBITION ON TRANSFER OF OWNERSHIP. The Township hereby agrees that it shall not relinquish all or any part or parts of the NSAWS, by sale, gift, default or any other means, to any entity, public or private, without granting the right of first refusal to the City to take ownership of the NSAWS, and in no event shall the Township take such action so long as it has outstanding obligations due from the USDA Water System financing unless it first obtains USDA approval.

SECTION 22. DURATION OF AGREEMENT. Once executed, this agreement shall run for the life of the loan.

SECTION 23. DISPUTE RESOLUTION. In the event there is a dispute between the parties arising out of or relating to this Agreement, the following steps shall be taken:

- a. **Negotiation.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between their respective representatives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 20 days after delivery of said notice, representatives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 60 days of the disputing party's notice, or if the parties fail to meet within 20 days, either party may initiate mediation of the controversy or claim as provided below.
- b. **Mediation.** If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issue in dispute.
- c. **Litigation, Waiver of Jury Trial and Venue.** If the dispute has not been resolved by negotiation and mediation as provided above, either party may initiate litigation upon 30 days' written notice to the other party. Suit must be filed with the Cass County, Michigan Circuit Court within one (1) year of the event or events giving rise to the claim (exclusive of any tolling period) or within any statutorily specified time limit, whichever is less, or be forever barred. Both the City and the Township specifically waive its right to a jury trial in such litigation.
- d. **Exclusive Procedures.** The procedures specified in this Section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this agreement; provided, however, that a party may seek a preliminary injunction or other provisional judicial relief if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action the parties will continue to participate in good faith in the procedures specified in this Section.
- e. **Tolling Statute of Limitations.** All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The parties will take such action, if any, required to effectuate such tolling.
- f. **Performance to Continue.** Unless otherwise ordered by the Cass County Circuit Court, each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this agreement.

g. Extension of Deadlines. All deadlines specified in this Section may be extended by mutual agreement.

SECTION 24. DEFAULT. In the event that the City agrees, or after being unable to reach a resolution as described in this Agreement a court of competent jurisdiction determines, that the City is in default of the terms of this Agreement by failing, or being unable to continue, to fulfill its material obligations to provide potable to the NSAWS and the City shall release its exclusive water provider status granted herein. Water shortages, reductions in use of water, and regulations of water usage shall not be considered events sufficient to constitute default.

SECTION 25. COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

SECTION 26. AMENDMENT. Any amendment or modification of the terms and provisions herein must be made in a mutually signed writing, dated and approved by the Dowagiac City Council and the Wayne Township Board of Trustees.

SECTION 27. GOVERNING LAW. This Agreement shall be construed in accordance with Michigan law.

SECTION 28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties as it relates to the subject matters expressly set forth in this Agreement. Unless otherwise indicated in this Agreement, there are no other agreements, guarantees, promises or other understandings with respect to the subject matter of this Agreement.

SECTION 29. NO WAIVER OF AGREEMENT. The failure of either party to seek redress for violations of or to insist upon strict performance of any term or condition of this Agreement shall not act as a waiver of the right to seek redress for subsequent violations of this Agreement or waive the right to insist upon strict performance of the terms and conditions of this Agreement.

SECTION 30. CAPTIONS. The Section headings or captions contained in this Agreement are intended for convenience and are not intended to have any substantive meaning and are not to be used for interpretation of this Agreement.

SECTION 31. NO BENEFIT TO OTHERS. The terms, representations, covenants and agreements contained in this Agreement are for the sole benefit of the parties to this Agreement and shall not be construed as conferring any rights to any other persons or entities.

IN WITNESS WHEREOF, the parties hereto, by action of their respective governing bodies, have caused this Agreement to be executed by their duly authorized officers.

Dated: 9-30- 2014

WAYNE TOWNSHIP

By: Frank Butts
Frank Butts, Supervisor

Dated: 9/30/ 2014

By: Kurt Reich
Kurt Reich, Clerk

STATE OF MICHIGAN)
)
COUNTY OF CASS)

Before me, a Notary Public, came Frank Butts and Kurt Reich, known to me to be and the same are the elected Supervisor and Clerk respectively, for Wayne Township, Cass County, Michigan, who swore on oath and indicated that they signed the within document at the direction of and under the authority of the Township Board of Wayne Township on this 30th day of September, 2014 in their respective official capacities.

Rolande Seeley
Rolande Seeley, Notary Public
Kalamazoo County, Michigan
My Commission Expires: 9-25-19

Dated: _____ 2014

CITY OF DOWAGIAC

By: _____
Kevin Anderson, City Manager

STATE OF MICHIGAN)
)
COUNTY OF CASS)

Before me, a Notary Public, came Kevin Anderson, known to me to be and the same is the City Manager of the City of Dowagiac, Michigan, who swore on oath and indicated that he signed the within document at the direction of and under the authority of the City Council of the city of Dowagiac on this ___ day of September, 2014 in his respective official capacity.

Notary Public

County, Michigan
My Commission Expires: _____

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

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

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

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

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk