



REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, October 14, 2013, 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 Randall Gross, Sr.
-Councilmember Lori Hunt
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – September 23, 2013
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- APPOINTMENT –
1. Local Officers Compensation Commission – Recommended by Mayor and offered by Mayor Pro-Tem: Appoint Leon Anderson, Jr. for a term expiring December 2016.
- CITY MANAGER REPORT –
1. Memorandum of Understanding with Wayne Township
- RESOLUTIONS –
1. Resolution to appoint and enter into a contract service agreement for City Attorney services.
2. Resolution to authorize the Museum Advisory Committee to implement a fund-raising project for the Dowagiac Area History Museum.
3. Resolution to authorize budget amendments for fiscal year 2013-14.
4. Resolution to confirm the special assessment roll against properties remaining delinquent in the payment of code enforcement expenses incurred by the City.

5. Resolution to confirm the special assessment roll against properties remaining delinquent in the payment of utility bill expenses incurred by the City.
6. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

<u>BILLS</u>	<u>PAYROLL (1)</u>	<u>TOTAL</u>
\$705,381.07	\$113,429.14	\$818,810.21

RESOLUTIONS, Continued (CLOSED SESSION) –

7. Resolution to adjourn to a closed session to discuss strategies to deal with litigation.

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

DOWAGIAC CITY COUNCIL MEETING

Monday September 23, 2013

A regular meeting of the Dowagiac City Council was called to order by Mayor Donald D. 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 and Randall G. Gross, Sr.

ABSENT: Lori A. Hunt and Bob B. Schuur.

STAFF: City Manager Kevin P. Anderson and City Clerk James E. Snow.

Councilmember Laylin moved and Councilmember Gross seconded that the minutes of the September 9, 2013 meeting be approved.

Approved unanimously.

COMMUNICATION

1. Homecoming Parade, September 27, 2013

Councilmember Dodd moved and Councilmember Laylin seconded to grant the request.

Approved unanimously.

2. Borgess Tree of Love Lighting Ceremony, December 4, 2013

Councilmember Laylin moved and Councilmember Burling seconded to grant the request.

Approved unanimously.

PUBLIC HEARING

1. Public hearing to receive comments on a proposed 2013 Biennial Energy Optimization Plan.

City Manager Kevin P. Anderson gave brief comments on the plan.

Mayor Lyons opened a public hearing to receive comments from the public on the above mentioned plan at 7:05 p.m.

There being no public comment, Mayor Lyons closed the public hearing at 7:05 p.m.

APPOINTMENT

1. Zoning Board of Appeals- Recommended by Mayor and offered by Mayor Pro Tem:

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Re-appoint Edward Booth for a term expiring October 2016.

Re-appoint James Sayer for a term expiring October 2016.

Councilmember Burling moved and Councilmember Dodd seconded to approve the Mayor's appointment.

Approved unanimously.

RESOLUTIONS

1. Resolution to authorize submission of the 2013 Biennial Energy Optimization Plan.

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

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

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

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

WHEREAS, City Council held a public hearing on September 23, 2013 to gather input into the proposed updated plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac does hereby authorize the updated Renewable Energy Plan as presented by staff.

ADOPTED unanimously.

2. Resolution to approve an agreement for the conditional transfer of land in Pokagon Township to the City of Dowagiac in accordance with P.A. 425 of 1984.

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

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

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

WHEREAS, following the completion of a public hearing on August 26, 2013 in complete compliance with Public Act 425 of 1984, the City Council of the City of Dowagiac now wishes to approve and enter into such contract with the following conditions:

a. That said approval be contingent upon the like approval of an identical document by the Township Board of Pokagon Township.

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

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

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

a. It is first considered before a public hearing of each of the Legislative bodies of the local units affected.

b. That no-less-than thirty (30) days following the last-occurring public hearing, as referenced above, shall elapse.

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

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

ADOPTED unanimously.

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3. Resolution to authorize an installment purchase agreement for the Front and Main Building Condominium Project.

CITY OF DOWAGIAC

**COUNTY OF CASS
STATE OF MICHIGAN**

**RESOLUTION AUTHORIZING
CONDOMINIUM PURCHASE AGREEMENT AND
INSTALLMENT PURCHASE AGREEMENT
(FRONT AND MAIN BUILDING CONDOMINIUM PROJECT)**

At a regular meeting of the City Council of the City of Dowagiac, Michigan (the “City”), Cass County, Michigan, held in the City Council Chambers, 241 South Front Street, Dowagiac, Michigan, on Monday, September 23, 2013, at 7:00 p.m., Michigan time, there were

Present: Councilmembers Burling, Dodd, Gross and Laylin

Absent: Councilmembers Hunt and Schuur

The following preamble and resolution were offered by Councilmember Dodd and seconded by Councilmember Laylin:

RECITALS

WHEREAS, the City of Dowagiac, Michigan (the “City”) is authorized, pursuant to Act No. 99 of the Michigan Public Acts of 1933, as amended (“Act 99”), to enter into contracts for the purchase of lands, property or equipment for public purposes, to be paid for in installments over a period of not to exceed 15 years or the useful life of the property acquired, whichever is less; and

WHEREAS, the City Council has determined that it is necessary and appropriate to acquire from Van Buren Cass Community Health Properties, a Michigan nonprofit corporation (the “Seller”), an approximately 5,571 square foot business condominium unit (or two or more contiguous condominium units comprising that amount of space) within the City, to be located at 302 South Front Street, to be used by the City for public purposes (the “Project”); and

WHEREAS, the Project will be the entire first floor of a two-floor building to be constructed upon all or a portion of Lots 170 and 171, original Plat of the Village (now City) of Dowagiac, according to the plat thereof, pursuant to a construction contract to be entered into between the Seller, as developer, and Pegasus Holdings & Land Development Co., LLC, as builder (the “Builder”); and

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WHEREAS, the second floor of such building will be a separate condominium unit to be owned upon completion by the Seller and leased in its entirety to the Van Buren/Cass District Health Department for the purpose of providing essential public health services to residents of Van Buren and Cass Counties; and

WHEREAS, the City Council has further determined that it is necessary and appropriate to enter into an agreement to purchase the Project for a purchase price not exceeding \$890,000 (the "Purchase Price"), of which up to \$580,000 will be funded by the City from available moneys upon the closing of such purchase, and of which the balance of the purchase price is to be paid on an installment purchase basis pursuant to Act 99 at a cost (exclusive of interest) not exceeding \$310,000 (the "Financed Amount"); and

WHEREAS, for purposes of the limitations set forth in Act 99, the useful life of the Project has been determined to exceed fifteen (15) years, and the aggregate outstanding balance, exclusive of interest, of all installment contracts or agreements for purchases by the City of lands, property or equipment for public purposes, including the Financed Amount, does not exceed 1.25% of the taxable value of all real and personal property in the City; and

WHEREAS, PNC Bank, National Association (the "Bank") has proposed to finance the Financed Amount by acquiring the rights of the Seller under such installment purchase agreement and by receiving an assignment of the Seller's rights in said agreement; and

WHEREAS, a form of Condominium Purchase Agreement (the "Condominium Purchase Agreement"), attached hereto as Exhibit A, with respect to the City's acquisition of the Project has been presented to the City Council and is before this meeting; and

WHEREAS, it is proposed that in connection with the City's execution of the Condominium Purchase Agreement that the City further enter into an Installment Purchase Agreement with the Seller and the Bank for the City's financing of a portion of the purchase price of the Project, which will provide: (i) for a purchase price not exceeding \$890,000; (ii) for the City to make a payment of not more than \$580,000 upon the execution and delivery of the Agreement, to be deposited into the Construction Fund established under the Agreement and disbursed as provided therein (the "Construction Fund"); (iii) for the installment purchase financing of the balance of the Purchase Price in a principal amount not exceeding \$310,000 over a period of not to exceed fifteen (15) years, bearing interest based on the Bank's prevailing daily or monthly variable interest rate index, with an initial rate not exceeding 3.5% per annum, with interest and principal payable monthly, subject to prepayment by the City in whole or in part at any time, without premium or penalty; and (iv) for the assignment of the Seller's interest in the Agreement to the Bank (subject to certain exceptions) in consideration for the Bank's funding of the Financed Amount, to be deposited in the Construction Fund, and the City's promise to pay the Seller the Purchase Price from the moneys deposited by the City and the Bank in the Construction Fund (the "Installment Purchase Agreement").

RESOLUTIONS

NOW, THEREFORE, BE IT RESOLVED as follows:

1. An immediate need exists for the acquisition of the Project, which acquisition is hereby approved subject to the further provisions of this resolution.
2. The Agreement is in the best interests of the City, and the acquisition and use of the Project constitute essential public purposes.
3. The form of the Condominium Purchase Agreement which is attached at Exhibit A and incorporated herein by reference is hereby approved in substantially the form submitted to this meeting, and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Condominium Purchase Agreement, with such changes therein as shall be necessary or desirable, within the parameters of this Resolution, permitted by law and not materially adverse to the City. The financial terms of the City's acquisition of the Project, substantially in accordance with those described in the Recitals above and as set forth in the Condominium Purchase Agreement, are also approved.
4. The Mayor and the City Clerk are hereby further authorized and directed to execute and deliver the Installment Purchase Agreement pursuant to Act 99 in a form consistent with the terms thereof as set forth in the foregoing Recitals, with such changes therein as shall be necessary or desirable, within the parameters of this Resolution, permitted by law and not materially adverse to the City.
5. The Project has a useful life extending beyond fifteen (15) years, the maximum term of the Installment Purchase Agreement, and the aggregate principal amount of the Agreement and of all outstanding installment purchase obligations of the City under Act 99 does not exceed 1.25% of the taxable value of all real and personal property in the City.
6. The City hereby agrees to include in its budget for each fiscal year during the term of the Installment Purchase Agreement an amount sufficient to pay when due the principal of and interest coming due under the Installment Purchase Agreement during such fiscal year. In addition, the City hereby pledges to levy in each fiscal year ad valorem taxes on all taxable property in the City in an amount which, together with other funds available for such purpose, shall be sufficient for the payments required under the Agreement in such fiscal year, provided that any such tax levy is subject to existing charter, statutory and constitutional tax limitations.
7. The City covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the Agreement from the adjusted gross income of the

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recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code").

8. The Mayor is hereby authorized to negotiate and determine the final terms of the Condominium Purchase Agreement and the Installment Purchase Agreement with the Bank and the Seller, including the final Purchase Price and financing terms, subject to the parameters set forth herein. The Mayor, the City Clerk and the City Treasurer, severally, are authorized to act on behalf of the City in executing and delivering all agreements, documents, certificates, instruments of title, financing statements and other documents as may be necessary to consummate the transactions contemplated by the Condominium Purchase Agreement and the Installment Purchase Agreement, including all condominium forms and agreements relative to the purchase of the Project, and to pay costs incidental to the financing of the acquisition of the Project, including Bank fees, bond counsel fees and expenses, Bank counsel fees and expenses, Seller counsel fees and expenses, and other incidental costs necessary to accomplish the financing and acquisition of the Project.
9. The obligation of the City to make the payments required under the Installment Purchase Agreement is a full faith and credit general obligation of the City, subject to applicable constitutional, statutory and charter limitations, and said installment purchase obligation is hereby designated as a "qualified tax exempt obligation" for purposes of the deduction of interest expense by financial institutions pursuant to Section 265(b)(3)(B)(ii) of the Code.
10. The law firm of Dykema Gossett PLLC, of Bloomfield Hills, Michigan, is hereby retained to act as nationally recognized bond counsel for the City in connection with the execution and delivery of the Installment Purchase Agreement to the Bank.
11. This Resolution shall be effective immediately upon its adoption.
12. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution, are hereby rescinded.

A roll call vote on the foregoing resolution was taken, the result of which is as follows:

YES: Councilmembers - Burling, Dodd, Gross and Laylin

NO: Councilmembers - None

ABSENT: Councilmembers - Hunt and Schuur

ABSTAIN: Councilmembers - None

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

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4. Resolution to set a public hearing on October 28, 2013 at 7:00 p.m. to receive public comment on the proposed Wastewater Treatment Plant improvements project.

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

WHEREAS, the MDEQ requires all municipalities who are applying for an SRF or SWQIF loan to hold a formal public hearing prior to the adoption and submittal of a final project plan; and

WHEREAS, a it is required that the notice of the public hearing be advertised at least 30 days prior to the hearing in a newspaper of general circulation in the communities affected by the proposed project.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby declare and establish that a public hearing will be conducted on Monday, October 28, 2013, at 7:00 p.m. in the Council Chambers of City Hall, at a regularly scheduled Council meeting, for the purposes of receiving public input on the proposed Wastewater Treatment Plant improvements project.

BE IT FURTHER RESOLVED that notice of said hearing shall be published at least once in the *Dowagiac Daily News* in a manner in compliance with the Open Meetings Act, being Public Act 267 of 1976, and that said notice shall be published by posting at the Dowagiac City Hall, 241 South Front Street, Dowagiac, Michigan, provided such is allowed by Public Act 425 (1984).

ADOPTED unanimously.

5. Resolution authorizing an interfund loan from the Electric Fund to the Solid Waste Fund.

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

WHEREAS, the Solid Waste Fund has experienced unusual non-recurring expenditures in FY 2012-13; and

WHEREAS, City Council desires to balance the impact of said expenditures over multiple funds; and

WHEREAS, the Electric Fund has sufficient cash reserves for a loan to this fund at a fair and reasonable interest rate.

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NOW, THEREFORE, BE IT RESOLVED that City Council does hereby authorize a loan from the Electric Fund to the Solid Waste Fund in the amount of \$160,000 to be repaid in equal installments over a ten-year period at an interest rate of 3%.

ADOPTED unanimously.

6. Resolution authorizing an amendment to the City's Classification and Compensation System.

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

WHEREAS, Section 7.7 of the Dowagiac City Charter 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 Charter are properly enforced, and;

WHEREAS, the City Manager shall recommend to the Council for consideration such measures as he may deem necessary and expedient, and;

WHEREAS, the City Manager recommends to Council the approval of an annual fiscal year adjustment of 1.50% to the Classification and Compensation System as attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve and adopt the annual fiscal year adjustment of 1.50% to the Classification and Compensation System attached hereto effective October 1, 2013.

ADOPTED unanimously.

7. Resolution to authorize budget amendments for FY 2012-13 through the period September 30, 2013.

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

WHEREAS, the City administration has reviewed the attached budgets for the 2012-13 fiscal year and the actual revenues and expenditures through September 30, 2013; and

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WHEREAS, the City administration recommends revision of the attached budgets in accordance with the latest projections available; and

WHEREAS, the attached report for these funds indicates the current budget and the recommended budget revisions.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt the attached, recommended revised budgets.

ADOPTED unanimously.

8. Resolution to establish the official date and time for "Trick or Treat" activities within the City of Dowagiac.

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

WHEREAS, traditionally the City Council has designated a specific day and time in which Halloween Trick or Treat activities will be conducted in the City of Dowagiac, and;

WHEREAS, this year Halloween falls on Thursday, October 31, 2013, and;

WHEREAS, the Dowagiac City Administration and Police Department have recommended that the Trick or Treat hours for 2013 be established as 6:00 p.m. to 7:00 p.m. on Thursday, October 31st.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize and designate that Trick or Treat activities be conducted in the City of Dowagiac for 2013 on Thursday, October 31, between the hours of 6:00 p.m. and 7:00 p.m.

BE IT FURTHER RESOLVED, that those that go out on Trick or Treat activities limit their solicitations to homes with porch lights on.

ADOPTED unanimously.

9. Resolution to authorize and direct the City Treasurer to pay the following bills and payrolls due:

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

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 #26 for the period ending 9/19/13:

Invoices: 719,733.38
Payroll: 171,462.26
Total: \$891,195.64

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

<u>Invoices</u>	<u>Payroll</u>	<u>Total</u>
\$719,733.38	\$171,462.26	\$891,195.64

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: Two (2) Hunt and Schuur

Abstain: None (0)

Upon motion by Councilmember Dodd and seconded by Councilmember Laylin, the Dowagiac City Council adjourned at 7:24 p.m.

Donald D. Lyons, Mayor

James E. Snow, City Clerk

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: October 11, 2013

SUBJECT: Appointment to Boards and Commissions

A Mayoral appointment is on Monday's agenda for your consideration. The appointment is recommended by the Mayor and offered by the Mayor Pro-Tem. The proposed appointment is as follows:

Local Officers Compensation Commission

- ✓ Appoint Leon Anderson, Jr. for a term expiring December 2016.

From the City Manager:

WAYNE TOWNSHIP MEMORANDUM OF UNDERSTANDING

Wayne Township has received notification from staff at the USDA that they are eligible for a grant in the amount of 45% of the total project cost to extend a water line to connect to the City's water system and extend the water line on Nubour Road past the City's former landfill. Additionally, they are also eligible for a low interest loan for a 40-year time period. The USDA is awaiting congressional approval of the federal budget before they can finalize agreements with Wayne Township. The total project cost is estimated to be \$1,050,000. The grant will be in the amount of \$472,500 and the loan will be in the amount of \$577,500.

Over the past several years the City has been in conversations with Wayne Township elected officials regarding both City and Township commitments to the project. Those conversations have now been reduced to writing and I have attached a Memorandum of Understanding (MOU). The MOU was approved by the Wayne Township Board on October 7, 2013. The following points are intended to give further background of the items listed in the MOU:

- The City will pay a special assessment of 15% of the water line construction project. A special assessment agreement is necessary because one municipality cannot special assess another without the other municipality's permission. Since the City is an owner of property in the special assessment district, it is appropriate and fair to participate in the construction costs for this project. 15% of the total projected cost is \$157,500. By contracting for a special assessment, it will allow the City to pay its special assessment over the 40-year term of the loan if the City so chooses.
- The only caveat to making payments over a long period of time is that if there is a cash flow problem that arises because of the timing of when assessments are levied and collected and the first bond payment for interest comes due, the City will prepay a portion of the City's special assessment agreement to make sure there is enough money in the fund to pay the interest cost. The first interest payment is projected to be about \$37,000. If the City prepays, the balance of special assessments would be reduced by \$37,000 leaving only \$127,500 to pay over 40 years at a fixed interest rate. The only potential cash flow timing issue is in the first year.
- This water line will run along one road with city residents on one side and township residents on the other. The Township cannot assess properties outside of their jurisdiction so the MOU commits the City to charge a tap fee for those city residents that want to be served by city water. The tap fee would be an amount equal to what the special assessments are for property owners in Wayne Township. These tap fees would then be used to reduce the debt for the project. The goal is that each user of the water system pays their fair share.

- Wayne Township agrees that if there is any new construction within this special assessment district, those residents would be required to connect to the municipal water system.
- The final piece of the agreement calls for the City's fire department to be automatically called to respond to any structure fires within Wayne Township. Historically, there have been between 4-7 structure fires in Wayne Township per year. The City of Dowagiac Fire Department is normally called to help in these situations. The only difference with this agreement is that the City's Fire Department will be automatically called by County Dispatch when this situation arises.

RECOMMENDATION

I recommend that City Council approve the attached Memorandum of Understanding with Wayne Township.

Councilmember _____ moved and Councilmember _____ seconded that the recommendation of the City Manager be ADOPTED/REJECTED.

MEMORANDUM OF UNDERSTANDING

WAYNE TOWNSHIP

and the

CITY OF DOWAGIAC

WHEREAS, it is in the interest of both Wayne Township and the City of Dowagiac to allow for an expansion of water service so that a fire district can be formed in Wayne Township; and

WHEREAS, it is important to clarify understandings and terms so that an agreement can be written.

NOW, THEREFORE, BE IT RESOLVED that the following terms shall be placed into a contract for special assessment for a fire district in Wayne Township:

1. The City of Dowagiac shall contract for a special assessment for 15% of the water service expansion project to a maximum total project cost of \$1,050,000.
2. The City shall install a tap fee for those city residents that apply to connect to the water service. The tap fee will be an amount equal to the special assessment Wayne Township levies on property owners of the district. The tap fees will be distributed to Wayne Township to offset the actual capital cost of the project and shall be used solely for the purpose of debt reduction.
3. Wayne Township agrees that all new development within the special assessment district will be required to connect to the Township water system.
4. The City will, if necessary, prepay a portion of the City's contracted special assessment in an amount equal to the Township's first bond payment if cash flow is an issue in that first year because of the timing of tax collection.
5. The City will agree to automatic mutual aid for structure fires within Wayne Township.

Upon approval of City Council and Township Board, the City and Township attorneys will be instructed to draft an agreement for these terms.

Wayne Township

Frank L. Butts , Supervisor

Kurt Reich, Clerk

Date

City of Dowagiac

Donald D. Lyons, Mayor

James E. Snow, City Clerk

Date

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: October 11, 2013

SUBJECT: City Attorney Appointment

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

City staff has developed a Request for Proposals (RFP) for City Attorney services and received three proposals. Interviews and review of the proposals were conducted this week. It is staff's recommendation that Sarah Mathews of Mathews Law Office be appointed as the next City Attorney. Her RFP and interview demonstrated the skill and desire necessary to assist City Council and staff in the legal matters required to run the City.

Attached is a resolution that authorizes a contract service agreement with Sarah Mathews for City Attorney services.

RECOMMENDATION

Authorize the resolution to enter into a contract service agreement with Mathews Law Office.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Contract

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

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

WHEREAS, with the closure of long time City Attorney Westrate's office, the Administrative Officer position of City Attorney is currently vacant; and

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

WHEREAS, proposals for City Attorney were solicited and interviews have been conducted; and

WHEREAS, the City Manager proposes the appointment of Sarah Mathews, of Mathews Law Office, PLLC, to fill the City Attorney vacancy.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its Council, does hereby appoint Sarah Mathews, of Mathews Law Office, PLLC, as the City Attorney.

BE IT FURTHER RESOLVED that the City of Dowagiac does hereby authorize the City Manager to execute the attached Contract Services Agreement with Sarah Mathews for City Attorney services.

ADOPTED/REJECTED

**CONTRACT SERVICES AGREEMENT FOR
CITY ATTORNEY SERVICES – GENERAL COUNSEL & PROSECUTORIAL
CITY OF DOWAGIAC**

This CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (hereinafter the “Agreement”) is entered into on the date signed below by MATHEWS LAW OFFICE, PLLC, a Michigan Professional Limited Liability Company (hereinafter “Mathews Law Office”), and the CITY OF DOWAGIAC, a municipal corporation (hereinafter “City”). The term “City” shall also include all boards, commissions, financing authorities, and other bodies of the City.

1. APPOINTMENT

City Council hereby appoints Sarah A. Mathews of Mathews Law Office, PLLC as the City Attorney and hires Mathews Law Office as its City Attorney, to render such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the City Council, Planning Commission, and other boards and bodies of the City, and its affiliated agencies, as directed by the City.

Notwithstanding the foregoing appointment, the designated City Attorney may be established from time to time or modified by resolution of the City Council. Mathews Law Office represents it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Mathews Law Office shall not replace the designated City Attorney (or any successor to such person) without the City Council’s prior approval, except from time to time as necessary due to illness or vacation scheduling. Approval of any such temporary substitute shall be obtained from the City Manager. The City Attorney may appoint various assistants and deputies as she deems appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

- A. Mathews Law Office shall perform any and all work necessary for the provision of city Attorney services to the City, including, without limitation, the following:
- a. Provide legal advice, counsel, services, training, consultation, and opinions to the City Manager, City Council, Boards and commissions, and all levels of the City government, on a wide variety of civil assignments, including but not limited to land use planning, laws against discrimination, construction of public works, condemnation, purchasing and procurement, leasing, purchase and sale of property, employment legal matters, public disclosure issues, and tort law. The City Attorney’s advice on these matters will include methods to avoid civil litigation.
 - b. Furnish legal representation at all city Council meetings and at other meetings when requested.
 - c. Appear before courts and administrative agencies to represent the City’s interests.

- d. Prosecute ordinance violations, including traffic and appearance citations.
 - e. Prepare and review ordinances and resolutions, contracts, and other documents for legal correctness and acceptability.
 - f. Work cooperatively with special legal counsel retained by the City for special projects.
 - g. Coordinate with other special counsel, as needed to assure proper management of legal issues, and proper coordination and transition of legal issues among special counsel.
 - h. Assist City officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions, and the appearance of prohibited transactions.
 - i. Assist officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.
 - j. Provide the Mayor and City Council with guidance as to Robert's Rules of Order and related procedural matters relating to Council meetings.
 - k. Prepare legal opinions at the request of the City Council or the City Manager.
 - l. Provide the City Manager, Mayor, and City Council, and administration a legal perspective and advice on various governmental issues.
 - m. Perform other legal services and tasks as assigned by the City Manager.
- B. The City Attorney will keep the City informed as to the progress and status of all pending matters in accordance with such procedures as the City may establish from time to time. The City Attorney is expected to manage, control, and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the City Council, such special counsel shall be supervised by the City Attorney.
- C. All legal services shall be coordinated under the direction of the City Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized by the City Council or City Manager. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of the City from or to Mathews Law Office.

3. CITY DUTIES

The City agrees to provide such information, assistance, cooperation, and access to books, records, and other information as is necessary for Mathews Law Office to effectively render its professional services under this Agreement. Mathews Law Office will provide all space, furniture, telephones, computers, and other items needed for the City Attorney to complete her duties under this agreement. The City will not provide designated office space or equipment for the City Attorney to complete duties under the Agreement. However, to the extent that the City desires services to be rendered on site by the City Attorney, the City will make available at the City's expense sufficient space and equipment needed for services to be rendered on site according to each individual assignment and as approved by the City Manager.

The City further agrees to abide by this Agreement, and to timely pay Mathews Law Office's bills for fees, costs, and expenses, as established by this Agreement. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of the City from or to Mathews Law Office.

4. PERSONNEL

Assignments may be modified as provided in Section 1 above and except as so provided, should Mathews Law Office expand to include additional staff or interns, Mathews Law Office will exercise its discretion to utilize whichever attorneys and/or staff it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner. Should Mathews Law Office allow interns to assist with any manner, all work will be reviewed by the City Attorney and only used should the City Attorney feel confident in signing her name as attorney of record to the work. Any work completed by an intern will not be billed to the City.

5. COMMUNITY RELATIONS

Mathews Law Office recognizes the need of the City to promote positive relationships with constituents, businesses in the community, state representatives, and other individuals who associate with the City. Mathews Law Office shares this same goal of promoting positive community relationships and will conduct all business in a manner to maintain positive relationships and to maintain a professional reputation that will reflect positively on the City.

6. CONTINUING LEGAL EDUCATION

Mathews Law Office will pay for training and continuing legal education for Attorney Sarah Mathews through the Institute of Continuing Legal Education (ICLE) which provides comprehensive training opportunities for Michigan attorneys. This training will include attendance at live seminars as well as participation in Webinars. All training costs, travel fees, and any other related cost will be incurred by Mathews Law Office and will not be reimbursed by the City.

Mathews Law Office will ensure that Attorney Mathews participates in a minimum of two training opportunities per year related to legal topics pertinent to the needs of the City.

7. LEGAL DATABASE SUBSCRIPTIONS

Mathews Law Office will maintain a full partnership subscription to the Institute of Continuing Legal Education (ICLE) at its own expense. This partnership will allow Attorney Mathews full access to online legal resources and databases to search Michigan Law. Mathews Law Office will also maintain an account with the Michigan State Bar Association to use their legal research databases.

Mathews Law Office will promote the use of these databases first before accessing LexisNexis or Westlaw on a case by case fee basis to save costs for the City.

8. COMPENSATION

- A. Mathews Law Office will bill \$125 an hour for its legal services.
- B. Mathews Law Office will also bill the City for related costs and other charges as outlined in section seven (7) below.
- C. All clerical services, ordinary travel costs (e.g. from Mathews Law Office, PLLC to City Hall or to the Cass County Court House), and miscellaneous expenses (e.g. telephone and facsimile charges) are taken account for in the rate above and will not be billed separately.
- D. When receiving a new assignment on behalf of the City, Mathews Law Office will not bill for the initial meeting with the appropriate city representative presenting the assignment.
- E. In the prosecution of city ordinances, Mathews Law Office will cap legal fees at a maximum of \$500 regardless of if the matter proceeds to trial or exceeds four hours of work.
- F. In the prosecution of city ordinances, Mathews Law Office will provide pro bono services on one prosecution case per year with the offer of pro bono services expiring at the end of the year if not used to prosecute the violation of a city ordinance.
- G. Mathews Law Office will bill the City on a monthly basis with statements being mailed on the first of the month for services rendered the month before.
- H. All statements will provide a 30 day pay period with an additional 30 day grace period for late payment.
- I. Payment will be made by the City by check made out to Mathews Law Office, PLLC.
- J. No Retainer will be required unless agreed on with the City Manager for a specific case based on case needs.

9. COSTS AND OTHER CHARGES

Mathews Law Office may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by the City. These costs and expenses include but are not limited to things such as research fees from LexisNexis or Westlaw, filing fees, motion fees, witness fees, litigation costs including deposition, reporter fees, and transcript fees, messenger and other delivery fees, postage, photocopying (\$.10 a page) and other reproduction costs when necessitated by the case and authorized by the client.

All clerical services, ordinary travel costs (e.g. from Mathews Law Office to City Hall or the Cass County Courthouse), and miscellaneous expenses (e.g. telephone and fax charges) are included within the rates set forth above, and there shall be no additional charges for such expenses.

The City Agrees to reimburse Mathews Law Office for expenses such as experts' or consultant fees, or litigation expenses such as court reporters, which shall be passed through to the City at the actual costs thereof. Reimbursable costs shall not include any overhead or administrative charge by Mathews Law Office or Mathews Law Office's cost of equipment or supplies except as provided herein.

Mathews Law Office may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). The City will be responsible for paying such fees and charges. Mathews Law Office will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of the City. Mathews Law Office will select any investigators, consultants or experts to be hired only after consultation with the City.

Extraordinary travel expenses, including transportation, meals, and lodging, when incurred on behalf of the client shall be reimbursed by the City only with the prior agreement of the City. Actual costs for meals and lodging will not be reimbursed beyond \$150 per day.

Periodically, when on-site, Mathews Law Office personnel may be required to make local and/or long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the City as well as other clients of the City. Mathews Law Office will not be charged for such expenses and, in exchange, will not charge the City for calls made from our office or other locations to the City.

10. STATEMENTS

Mathews Law Office shall render to the City a statement for fees, costs, and expenses incurred on a periodic basis as outlined in Section 5 above. Such statements shall indicate the basis of the fees, including the hours worked, the hourly rate charged, and a brief description of the work performed. Separate billing categories can be established to track costs associated with City funding categories or to track project costs, or such other basis as the City may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by the City within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by the City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than 30 days after the due date shall be given an initial 30

day grace period, after which if payments are still late they shall draw interest at ten percent (10%) per annum.

11. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability, and reputation of Mathews Law Office was a substantial inducement for the City to enter into this Agreement. Therefore, Mathews Law Office shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of the City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of the City. Adding attorneys to Mathews Law Office, changes in partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of the City or amendment hereof.

12. AVAILABILITY

Mathews Law Office will maintain a case load that ensures that the City will be one of the primary clients of Mathews Law Office and thus the City can be assured it will be able to have prompt access to Attorney Mathews' services as City Attorney given Mathews Law Office's dedication to managing caseload.

Attorney Mathews will maintain a cellphone through Mathews Law Office, PLLC that will allow her to be accessible by the City via phone or email 24 hours a day, 7 days a week. Attorney Mathews will notify the City Manager of any instances of vacation where she will only be available by phone or email and not available to come in for a meeting in person.

13. INDEPENDENT CONTRACTOR

Mathews Law Office shall perform all legal services required under this Agreement as an independent contractor of the City, and shall remain, at all times as to the City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Mathews Law Office, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The City shall have no voice in the selection, discharge, supervision or control of Mathews Law Office employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

14. INSURANCE

Mathews Law Office shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

- a. *General Liability Insurance.* A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of five hundred thousand dollars (\$500,000). If allowed by the insurer, the City will be named as an additional insured under the insurance policy.
- b. *Professional Liability Insurance.* A policy of professional liability insurance written on a claims made basis in an amount not less than two hundred thousand dollars (\$200,000) per occurrence and six hundred thousand dollars (\$600,000) per aggregate coverage.

In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City. Failure to do so is cause for termination.

15. INDEMNIFICATION

The City acknowledges that Sarah Mathews of Mathews Law Office is being appointed as City Attorney pursuant to the City's authority under Michigan's Home Rule City Act and has the authority of that position. Accordingly, the City is responsible for providing a defense for the City Attorney for actions within the scope of its engagement hereunder. Therefore, the City agrees to indemnify Mathews Law Office, its officers, employees, and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or clams by any person, firm or entity arising out of or in connection with the work, operations or activities of Mathews Law Office within the course of scope of its employment hereunder, but nothing herein shall require the City to indemnify Mathews Law Office for liability arising from its own negligence. In connection herewith:

- a. The City will promptly provide a defense and pay any judgment rendered against the City, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of the City hereunder;
- b. In the event that Mathews Law Office, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against the City for such damages or other claims solely arising out of or in connection with the work operation or activities of the City hereunder, the City agrees to pay to Mathews Law Office, its officers, agents, or employees any and all costs and expenses incurred by an attorney, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

16. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal service or its lawful successor; postage prepaid and addressed as follows:

CITY: City of Dowagiac
C/O Kevin Anderson, City Manager
241 South Front Street
P.O. Box 430
Dowagiac, MI 49047

MATHEWS LAW OFFICE: Sarah A. Mathews
Mathews Law Office, PLLC
218 S. Front Street
P.O. Box 543
Dowagiac, MI 49047

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

17. NON-DISCRIMINATION

In connection with the execution of this Agreement, Mathews Law Office impliment and maintain at all times a non-discrimination policy that mirrors that of the City.

18. TERM, RENEW, DISCHARGE, AND WITHDRAWAL

This Agreement shall commence on the date signed below and will remain in full force and effect for one year from said date. At the end of the first term, the parties may agree to renew this Agreement for an additional two years by signing an written Agreement noting the decision to renew for an additional two years and any amendments made to this Agreement at the time of renewal.

The City may discharge Mathews Law Office at any time. The City Attorney shall have no right to a hearing or notice, and may be discharged with or without notice. Mathews Law Office may withdraw from the City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to the City.

In the event of such discharge or withdrawal, the City will pay Mathews Law Office's professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. The City agrees to execute, upon request, a stipulation in such form as to permit Mathews Law Office to withdraw as the City's attorney of record in any legal action then pending. Mathews Law Office shall deliver all documents and records of the City to the City, or to counsel designated by the City, and assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel.

19. CONFLICTS

Mathews Law Office has no present or contemplated employment which is adverse to the City. Mathews Law Office agrees that it shall not represent clients in matters either litigation or non-litigation against the City. However, Mathews Law Office may have past and present clients or may have future clients, which, from time to time, may have interests adverse to the City, and Mathews Law Office reserves the right to represent such clients in matters not connected with its representation of the City.

If a potential conflict of interest arises in Mathews Law Office's representation of two clients, if such conflict is only speculative or minor, Mathews Law Office shall seek waivers from each client with regards to such representation. However, if real conflicts exist, Mathews Law Office would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

20. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of Michigan. In the event of any dispute hereunder, the forum shall be the Circuit Court of Cass County.

21. INTEGRATED AGREEMENT: AMENDMENT

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement; and the current agreement between the City and Mathews Law Office regarding legal services for the City is hereby terminated as of one year from the date of signature unless renewed as allowed under Section Sixteen (16) above. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing with the understanding that the continuation of their business relationship alone satisfies any requirement for consideration to validate any amendment to this Agreement.

22. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution noted below by the City.

Date of Execution: _____

City of Dowagiac, A Municipal Corporation

By: _____
Kevin Anderson
City Manager

Mathews Law Office, PLLC

By: _____
Sarah A. Mathews

ATTEST: _____
City Clerk

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: October 11, 2013

SUBJECT: Museum Advisory Committee Fundraising Project

The Museum Advisory Committee (MAC) and its Finance Subcommittee have been working over the past several months to develop a plan to raise funds for the growth, expansion and operation of the Dowagiac Area History Museum. The goal of the MAC is to continue to enhance the collection and display of appropriate history artifacts for the Dowagiac area. To do so will require additional funding and it is appropriate to raise private funds for these enhancements.

The attached resolution authorizes the MAC to actively engage in fundraising efforts for projects to improve and enhance the museum and will remain in consultation with the City Manager during this time.

RECOMMENDATION

Authorize the resolution that allows the MAC to implement a fundraising project for the Dowagiac Area History Museum.

Support Documents:

Cover Memo-City Mgr.
Resolution

Resolution #2
October 14, 2013

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

WHEREAS, the Museum Advisory Committee has been developing a plan to raise funds for the growth, expansion and operation of the Dowagiac Area History Museum; and

WHEREAS, raising private funds would enhance museum experience for local residents and visitors; and

WHEREAS, it is typical for local museums to raise private funds for a variety of projects and operations.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the Museum Advisory Committee to implement a fundraising project for the Dowagiac Area History Museum and authorizes that funds raised will be placed in a non-reverting fund for exclusive use at the museum.

ADOPTED/REJECTED

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: October 11, 2013

SUBJECT: Budget Amendments

It is important to review the budget and make appropriate amendments. With the last fiscal year recently coming to a close, a number of amendments were made to reflect the fiscal needs of the City. The budget scrutiny and amendments allowed the City to obtain a better understanding of revenue and expenditures for the new fiscal year, too. By making the attached adjustments to the budget, all departments will have clear adjusted budgeting guidelines before them very early in the fiscal year.

RECOMMENDATION

Approve the resolution authorizing budget amendments.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Budget Amendments

Resolution #3
October 14, 2013

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

WHEREAS, the City administration has reviewed the attached budgets for the 2013-14 fiscal year and the actual revenues and expenditures through September 30, 2013; and

WHEREAS, the City administration recommends revision of the attached budgets in accordance with the latest projections available; and

WHEREAS, the attached report for these funds indicates the current budget and the recommended budget revisions.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt the attached, recommended revised budgets.

ADOPTED/REJECTED

A motion to make the following adjustments to the original budget.

Account	Description	Amount	Reason for Change
101 General Fund			
R 101-216-457.00	City License	250	Increase to expected based on prior year
R 101-265-675.20	Cemetery/Grounds Donation	7,000	Increase to expected based on prior year
R 101-276-627.00	Grave Fees & Tent Rental	4,000	Increase to expected based on prior year
R 101-301-607.00	Service Fees Income	64,000	Estimate increase revenue County/School
R 101-301-669.50	Restitution	250	Establish Budget
R 101-301-675.01	Donations	1,900	Increase to expected based on prior year
R 101-316-678.00	Reimbursement from School	20	Increase to expected
R 101-371-479.00	Building Permits	6,000	Increase to expected based on prior year
R 101-371-479.40	Other Fees	2,500	Increase to expected based on prior year
R 101-371-626.31	Code Enforcement Fees	12,000	Increase to expected based on prior year
R 101-804-696.00	Local Grant Income	4,500	Increase for Grant received Pokagon Band
R 101-804-696.05	Museum Attendance	1,000	Establish Budget
R 101-804-696.10	Donation - Other	(5,000)	Decrease based on expected
R 101-298-576.00	Local Revenue Sharing	25,000	Establish Budget - Casino Revenue Sharing
101-265-933.00	Grounds Maintenance Fund	(1,000)	Decrease to purchase Skid Loader
101-101-702.00	Salaries & Wages	4,400	Increase to expected - 2 pay periods
101-101-715.00	FICA Taxes	300	Increase to expected - 2 pay periods
101-172-717.00	Life Insurance	500	Increase to expected
	Revenue 123,420	Expense 4,200	Overall 119,220 Increase / (Decrease) Fund Bal.
202 Major Streets			
	NO ADJUSTMENTS SUGGESTED		
	Revenue -	Expense -	Overall - Increase / (Decrease) Fund Bal.
203 Local Streets			
	NO ADJUSTMENTS SUGGESTED		
	Revenue -	Expense -	Overall - Increase / (Decrease) Fund Bal.
208 Parks			
R 208-718-540.00	State Grant	212,000	Remaining Grant Income Re: Russom Park
208-718-970.00	Capital Items	62,000	Remaining Expenditures Re: Russom Park
	Revenue 212,000	Expense 62,000	Overall 150,000 Increase / (Decrease) Fund Bal.
218 Sidewalk Replacement Program			
	NO ADJUSTMENTS SUGGESTED		
	Revenue -	Expense -	Overall - Increase / (Decrease) Fund Bal.
226 Solid Waste			
R 226-523-676.00	Transfer from Other Funds	(100,000)	Reduce budgeted transfer
	Revenue (100,000)	Expense -	Overall (100,000) Increase / (Decrease) Fund Bal.
240 Industrial/Economic Development			
R 240-261-676.52	Transfer from Electric	(4,000)	Reduce budgeted transfer

Revenue	(4,000)	Expense	-	Overall	(4,000)	Increase / (Decrease) Fund Bal.
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242 Brownfield Redevelopment Authority

NO ADJUSTMENTS SUGGESTED

Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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243 LDFA Project

NO ADJUSTMENTS SUGGESTED

Revenue		Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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244 Economic Development

Adjustments to follow on next amendment sheet.

Revenue		Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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252 Rehab Loan Payments

NO ADJUSTMENTS SUGGESTED

Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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255 Rental Rehab

NO ADJUSTMENTS SUGGESTED

Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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265 Municipal Facilities/Improvement

NO ADJUSTMENTS SUGGESTED

Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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266 City Drug Forfeiture

NO ADJUSTMENTS SUGGESTED

Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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268 Federal Drug Forfeiture

NO ADJUSTMENTS SUGGESTED

Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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299 Depot

NO ADJUSTMENTS SUGGESTED

Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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497 M-51 S Commercial Development

NO ADJUSTMENTS SUGGESTED

Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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499 Capital Project Fund

NO ADJUSTMENTS SUGGESTED

	Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
582 Electric Utility							
R 582-440-644.00			Residential Sale		100,000		Increase to expected
R 582-440-645.00			General Svc/Comm Sales		50,000		Increase to expected
R 582-440-646.00			Large Light/Industrial Sales		200,000		Increase to expected
R 582-440-648.00			Security Light Sales		5,000		Increase to expected
R 582-440-695.00			Miscellaneous Income		(10,000)		Decrease to expected
582-442-984.00			Line Maintenance		7,000		Reclass within fund
582-483-965.00			Transfer to Other Funds		(7,000)		Reclass within fund
582-580-801.00			Contractual/Professional Services		115,000		Increase to expected
	Revenue	345,000	Expense	115,000	Overall	230,000	Increase / (Decrease) Fund Bal.

588 Dial A Ride Transportation

NO ADJUSTMENTS SUGGESTED

	Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
590 Sewer Utility							
R 590-440-665.00			Interest Income		(3,000)		Decrease to expected
R 590-536-607.00			Service Fees Income		30,000		Increase to expected
	Revenue	27,000	Expense	-	Overall	27,000	Increase / (Decrease) Fund Bal.

591 Water Utility

R 591-440-644.10			Utility Sales		35,000		Increase to expected
R 591-536-479.50			CCWS Permits		1,000		Increase to expected
R 591-536-664.10			Utility Sales		30,000		Increase to expected
	Revenue	66,000	Expense	-	Overall	66,000	Increase / (Decrease) Fund Bal.

661 Motor Pool/Equipment

R 661-932-665.00			Interest Income		(7,000)		Decrease to expected
R 661-932-676.00			Transfer from Other Funds		(7,000)		Decrease to expected
661-932-933.00			DPS Vehicle Maintenance		(5,000)		Decrease to purchase Skid Loader
	Revenue	(14,000)	Expense	(5,000.00)	Overall	(9,000)	Increase / (Decrease) Fund Bal.

662 Computer Replacement Fund

NO ADJUSTMENTS SUGGESTED

	Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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677 Self Insurance

NO ADJUSTMENTS SUGGESTED

	Revenue		Expense		Overall	-	Increase / (Decrease) Fund Bal.
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678 Self Insurance - MMRMA

R	678-954-672.00	Transfers In - Member Contributions		5,000	Increase to expected
R	678-954-672.01	Investment Earnings		2,500	Increase to expected
R	678-954-672.02	Reinsurance Recoveries		5,000	Increase to expected
	Revenue	12,500	Expense	-	Overall 12,500.00 Increase / (Decrease) Fund Bal.

711 Cemetery Trust

NO ADJUSTMENTS SUGGESTED

Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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733 Retiree Insurance

NO ADJUSTMENTS SUGGESTED

Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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753 Public Art

NO ADJUSTMENTS SUGGESTED

Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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All Funds 491,720 Increase / (Decrease) Fund Bal.

Signature

Date Approved

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: October 11, 2013

SUBJECT: Building Department Special Assessments

A resolution is on Monday's City Council agenda for the purpose of levying special assessments on a number of properties within the city. The assessments to be levied are detailed in the attachments to the resolutions. The purpose of each resolution is as follows:

- Assessments for private properties that did not comply with the Blight or Boarded Structures Ordinance and were either cleaned up, boarded or demolished.

RECOMMENDATION

Approve the resolution for the purpose of levying special assessments.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Dept. Head Backup

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

WHEREAS, Chapter 66, Section 66.19 of the Dowagiac City Code, "Single Lot Assessments- Generally," provides that the City of Dowagiac is authorized to levy a special assessment against single premises for expenses which are chargeable against such premises under the provisions of the Dowagiac City Code; and

WHEREAS, the Dowagiac City Council, upon due consideration and deliberation, determined for the preservation of the public peace, health and safety of the city that certain deteriorating property condition(s) existed on private properties described in Appendix A, attached hereto and incorporated herein by reference, and that the abatement by the City of such deteriorating property condition(s) was necessary by virtue of non-compliance with the provisions of Chapter 18 of the Dowagiac City Code; and

WHEREAS, this expense is chargeable against such premises and the owner thereof under the provisions of the Charter, the Code and the law of the State of Michigan and is not of the class required to be prorated among several lots and parcels of land in a special assessment district; and

WHEREAS, an account of labor, material, and services for which such expenses incurred has been billed to the property owner by the City Building Official, as provided in Chapter 66 of the Dowagiac City Code; and

WHEREAS, this bill had not been paid; and

WHEREAS, the City Manager has directed the City Assessor to prepare a special assessment roll covering all such charges which have not been paid; and

WHEREAS, said roll has been filed with the City Clerk and is now being presented to the Council for confirmation and levy; and

WHEREAS, said special assessment roll is attached hereto and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council hereby confirms the attached special assessment roll for the parcels more fully described in Appendix A attached hereto and incorporated herein by reference and directs the City Administration to levy said assessments against the individual properties therein set forth.

ADOPTED/REJECTED

CITY OF DOWAGIAC

INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin Anderson – City Manager **FROM:** James Bradford
RE: Building Department **DATE:** September 20, 2013
Special Assessments

A resolution is attached for the October 14, 2013 City Council agenda, for the purpose of levying special assessments upon private properties:

- Assessments for abatement of property maintenance, such as blight, board up, demolitions and other miscellaneous, by the city, upon private properties that do not comply with City Ordinance, Chapter 18 – Buildings and Building Regulations.

Please note, there were no unpaid invoices for mowing during this time period.

Below is a summary of invoices issued for Code Enforcement activity during this period of 11/1/12 through 04/30/13:

	<u>Qty</u>	<u>To Be Special Assessed</u>
Blight/Boarding/Other	6	\$ 4,355.00
County-Uncollectible:	3	<u>Uncollectible</u> \$ 9,850.00
TOTAL UNPAID	9	\$14,205.00

If you have any questions regarding this matter, please contact my office.

APPENDIX A

Invoice.LinkFromType = Enforcement Code Enforcement Invoices With Balance List
 AND
 Invoice.DateToPostOn Between 11/01/2012 AND 04/30/2013
 AND
 Invoice.AmountDue > 0

9/18/2013

Parcel #	Address	Category	Inv #	Post Date	Owner of Record	Code #	Opened	Closed	Amt Billed	Amt Pd	Amt Due	Total Amt Due Per Parcel	COUNTY
14-160-100-234-00	228 E HIGH ST	EPM-DEMO	7120	3/19/2013	LOEDING, DOROTHY	EENF10/11-0	3/1/2011	3/18/2013	\$2,350.00	\$0.00	\$2,350.00	\$2,350.00	COUNTY OWNED
14-160-100-459-00	515 S FRONT ST	EPM-DEMO	7121	3/19/2013	HORIZON LAND SA	EENF12-13-0	11/13/2012	3/18/2013	\$4,350.00	\$0.00	\$4,350.00	\$4,350.00	COUNTY OWNED
14-160-215-009-00	311 N PAUL ST	EPM-DEMO	7117	3/13/2013	TAYLOR, FRANCIS	EENF10/11-0	2/17/2011	1/21/2013	\$3,150.00	\$0.00	\$3,150.00	\$3,150.00	COUNTY OWNED
14-160-100-524-00	203 FIRST AVE	BL	7131	4/5/2013	COX RENTALS LLC	EENF12-13-0	2/26/2013	4/5/2013	\$450.00	\$0.00	\$450.00	\$450.00	
14-160-200-749-00	402 N FRONT ST	BL	7046	12/10/2012	SOVA, ROGER B &	EENF12-13-0	11/7/2012	12/10/2012	\$200.00	\$0.00	\$200.00		
14-160-200-749-00	402 N FRONT ST	BL	7150	4/18/2013	SOVA, ROGER B &	EENF12-13-0	3/20/2013	4/18/2013	\$225.00	\$0.00	\$225.00	\$425.00	
14-160-200-871-00	602 SPRUCE ST	BL	7089	2/4/2013	CLARK, MACK	EENF12-13-0	11/7/2012	2/4/2013	\$720.00	\$0.00	\$720.00	\$720.00	
14-160-300-387-00	103 BISHOP ST	EPM	7084	1/28/2013	GREEN, ROBERTA	EENF12-13-0	1/25/2013		\$930.00	\$0.00	\$930.00	\$930.00	
14-160-300-645-00	305 E TELEGRAPH ST	BL	7124	3/22/2013	QUINT, GARY	EENF12-13-0	3/14/2013	3/22/2013	\$1,830.00	\$0.00	\$1,830.00	\$1,830.00	
Total Invoices:	9			Total Unpaid:					\$14,205.00	\$0.00	\$14,205.00	\$14,205.00	

multiple invoices at same service address

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: October 11, 2013

SUBJECT: Utility Special Assessments

Attached is a resolution that calls for delinquent utility bills to be placed as a lien on certain properties. This billing includes all past due accounts from November 1, 2012 through April 30, 2013. During this time period, 37 parcels have seen delinquencies totaling \$10,685.46.

RECOMMENDATION

Adopt the resolution authorizing the City Treasurer to place the utility delinquencies as special assessments on the summer tax bills.

Support Documents:

Cover Memo-City Mgr.
Resolution
Dept. Head Backup

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

WHEREAS, Chapter 82, Section 82.24 (c) of the Dowagiac City Code, "UTILITIES", provides that the City of Dowagiac is authorized to place as a lien on the premises to which electric, water and/or sewer service is provided for delinquent utilities for six (6) months or more; and

WHEREAS, delinquent utilities with such lien are charged on the next property tax bill for the premises; and

WHEREAS, the Dowagiac City Council upon review of the various single premises described in Appendix A attached hereto and incorporated herein by reference, determined by virtue of non-compliance with the provisions of Chapter 82, Section 82-24 (c) of the Dowagiac City Code; and

WHEREAS, the City Manager has directed the City Assessor to prepare a special assessment roll covering all such charges which have not been paid; and

WHEREAS, said roll has been filed with the City Clerk and is now being presented to the Council for confirmation and levy; and

WHEREAS, said special assessment roll is attached hereto and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby confirm the attached special assessment roll for the parcels more fully described in Appendix A attached hereto and incorporated herein by reference and directs the City Administration to levy said assessments against the individual properties therein set forth.

ADOPTED/REJECTED



INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin Anderson
City Manager

FROM: Deborah Merrill
Customer Service Supervisor

DATE: October 11, 2013

RE: Utility Department Special Assessment for 11/01/12 through 04/30/13

The attached resolution for the October 14, 2013 City Council agenda is for the purpose of levying utility customer special assessments upon private properties:

- Assessments for utility customer's past due billing that do not comply with City Ordinance Section 82.24.

If you have any questions regarding this matter, please contact my office.

enc. Resolution with appendix

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

WHEREAS, Chapter 82, Section 82.24 (c) of the Dowagiac City Code, "UTILITIES", provides that the City of Dowagiac is authorized to place as a lien on the premises to which electric, water and/or sewer service is provided for delinquent utilities for six (6) months or more; and,

WHEREAS, delinquent utilities with such lien are charged on the next property tax bill for the premises; and,

WHEREAS, the Dowagiac City Council upon review of the various single premises described in Appendix A attached hereto and incorporated herein by reference, determined by virtue of non-compliance with the provisions of Chapter 82, Section 82-24 (c) of the Dowagiac City Code.

WHEREAS, the City Manager has directed the City Assessor to prepare a special assessment roll covering all such charges which have not been paid; and

WHEREAS, said roll has been filed with the City Clerk and is now being presented to the Council for confirmation and levy; and

WHEREAS, said special assessment roll is attached hereto and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby confirm the attached special assessment roll for the parcels more fully described in Appendix A attached hereto and incorporated herein by reference and directs the City Administration to levy said assessments against the individual properties therein set forth.

ADOPTED/REJECTED

Assess-Bill End Dates 11/1/12 to 4/30/13

Account #	Parcel #	Service Address	End Bill Date	Past Due	Balance
14-0021-4	14-160-100-096-00	403 PENNSYLVANIA AVE	11/8/2012	398.57	398.57
13-2926-1	14-160-100-226-00	418 CHESTNUT ST	11/30/2012	37.76	37.76
01-2208-4	14-160-100-342-00	309 THICKSTUN ST 1	4/30/2013	642.35	642.35
02-0663-3	14-160-100-538-00	208 FIRST AVE	4/30/2013	1079.55	1079.55
02-1906-2	14-160-100-559-00	308 HENRY ST	1/15/2013	724.72	724.72
13-2345-2	14-160-100-634-00	210 S LOWE ST	1/29/2013	356.12	356.12
13-2085-14	14-160-100-645-00	403 WALNUT ST	3/6/2013	146.05	146.05
13-0664-3	14-160-100-672-00	200 GROVE ST	1/7/2013	306.49	306.49
15-0361-11	14-160-100-702-00	209 ELIZABETH ST	11/27/2012	157.19	157.19
13-0392-7	14-160-100-707-00	705 W HIGH ST	1/3/2013	66.76	66.76
15-2050-1	14-160-200-092-00	128 S FRONT ST 3	4/2/2013	13.61	13.61
15-1960-17	14-160-200-097-00	116 S FRONT ST	12/13/2012	296.8	296.8
09-1569-5	14-160-200-146-00	110 CROSS ST	11/6/2012	210.09	210.09
12-2602-3	14-160-200-212-00	527 MAIN ST	4/11/2013	21.95	21.95
08-0121-7	14-160-200-344-00	307 N FRONT ST	4/11/2013	1339.41	1339.41
10-3023-1	14-160-200-360-00	307 ORCHARD ST 2	4/25/2013	36.03	36.03
08-0280-6	14-160-200-451-00	407 N FRONT ST	11/5/2012	53.47	53.47
08-0484-7	14-160-200-506-00	508 ORCHARD ST	1/3/2013	569.47	569.47
15-1552-1	14-160-200-612-00	137 S FRONT ST Apt1	4/22/2013	334.47	334.47
12-1657-5	14-160-200-626-00	701 MAIN ST 1	3/27/2013	18.33	18.33
13-0021-2	14-160-200-638-00	101 N LOWE ST	1/31/2013	21.83	21.83
06-0991-3	14-160-200-699-00	305 LOUISE AVE	3/22/2013	78.4	78.4
11-0381-4	14-160-200-992-20	409 FAIRFIELD DR	4/19/2013	66.57	66.57
12-0751-5	14-160-215-011-00	107 MARION ST	3/1/2013	113.75	113.75
03-1323-4	14-160-300-043-00	436 E DIVISION ST	4/11/2013	799.82	799.82
16-1552-19	14-160-300-089-00	500 HILL ST 5	1/31/2013	136.24	136.24
03-0981-3	14-160-300-168-00	313 E DIVISION ST	3/28/2013	658.91	658.91
05-0235-6	14-160-300-387-00	103 BISHOP ST	4/10/2013	153.98	153.98
04-1044-20	14-160-300-440-00	211 DEWEY ST	12/10/2012	345.12	345.12
07-2813-4	14-160-300-505-00	210 MCOMBER ST	4/24/2013	70.15	70.15
06-0418-8	14-160-300-646-00	307 E TELEGRAPH ST	3/5/2013	303.61	303.61
06-2055-3	14-160-300-647-00	401 OAK ST	3/1/2013	482.02	482.02
06-2136-3	14-160-300-651-00	409 OAK ST	10/26/2010	6.57	6.57
06-1794-7	14-160-300-655-00	308 E PRAIRIE RONDE ST	12/10/2012	128.07	128.07
05-2204-9	14-160-300-858-00	126 N MILL ST	11/21/2012	1.8	1.8
03-0716-3	14-160-300-913-00	318 E DIVISION ST	11/6/2012	463.73	463.73
11-1165-5	14-160-300-984-00	710 W PRAIRIE RONDE ST H2	2/8/2013	45.7	45.7
				10685.46	10685.46

***Note: Highlighted cells contain multiple accounts for the same parcel number

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 #1 for the period ending 10/10/13:

Invoices FY2012-13: 670,332.82
Invoices FY 2013-14: 35,048.25
Payroll: 113,429.14
Total: 818,810.21

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

Invoices	Payroll	Total
\$705,381.07	\$113,429.14	\$818,810.21

ADOPTED/REJECTED

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk

Vendor	Invoice #	Description	Amount
ABSOPURE WATER COMPANY	82926980	BOTTLED WATER/DEPOSIT	28.75
ABSOPURE WATER COMPANY	82926992	BOTTLED WATER/DEPOSIT-25830 NUBOUR	28.75
ABSOPURE WATER COMPANY	82927000	BOTTLED WATER-26461 NUBOUR	49.50
ACCOUNTING CONSULTANTS, PC	9/15/13	CONSULTING SVC THROUGH 9/15/13	1,687.50
ACCOUNTING CONSULTANTS, PC	9/30/13	CONSULTING SVC THROUGH 9/30/13	3,532.50
ALERT-ALL CORP	213090164	EDUCATIONAL MATERIALS	405.00
ALEXANDER CHEMICAL A CARUS COMPANY	SLS10009698	WTP CHLORINE	180.00
ALTEC NUECO	9556647	TAPER KNOB/OUTRIGGER KNOB-#4	25.81
AMERICAN ELECTRIC POWER	04950133613	CCWS-VANDALIA TOWER	25.73
AMERICAN ELECTRIC POWER	04461935407	M-62 LIFT STATION	37.76
AMERICAN ELECTRIC POWER	04005021003	VINEYARD LIFT STATION	33.15
AMERICAN ELECTRIC POWER	04819785702	MARCELLUS HWY ST LIGHTS	8.52
AMERICAN ELECTRIC POWER	CDOW_201309_01	9/13 ENERGY	426,708.47
APX, INC	2282	MIRECS-LOAD BASED FEE	57.36
AT&T MOBILITY	10012013	WIRELESS CHARGES 8/24-9/23	795.28
BARBER, CHRISTINA	9/26/13	HOUSING INCENTIVE AWARD-514 S FRONT	300.00
BENOIT, AMBER	09/27/2013	UB refund for account: 14-2834-20	36.25
C WIMBERLY AUTOMOTIVE GROUP	213836	#PD0061 OIL CHANGE	58.13
CANTRELL, JERRY W	9/25/13	UB REFUND FOR ACCOUNT 08-2449-6	106.45
CASS CNTY TRANSPORTATION AUTHORITY	1756	DISPATCHING SVC 9/13	1,520.43
CASS COUNTY ROAD COMMISSION	801042	MOWING R.O.W.-RIVERSIDE DR	798.24
CASS COUNTY ROAD COMMISSION	801043	MOWING R.O.W.-MIDDLE CROSSING	169.49
CASS OUTDOOR POWER EQUIPMENT, INC	98889	STARTER ROPE-NEW COMPACTOR	8.00
CHARLES CONCRETE	8/22/13	SIDEWALK REPAIR-HENRY ST	1,200.00
CHET NICHOLS, INC	387297	#101 TOOL SET	31.29
CINTAS LOCATION #336	336-07833	MATS & UNIFORMS	331.64
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	453.00
CINTAS LOCATION #336	336-05625	MATS	90.28
CLEAN CUT L&L, LLC	10554	MOW/TRIM CITY FACILITIES/PARKS	3,345.00
COMCAST	8771402380021236	INTERNET SERVICE-CH	119.11
COMCAST	8771402380126332	INTERNET SERVICE-FD	69.90
CONESTOGA-ROVERS & ASSOCIATES	418197	RHOADES MCKEE/DOWAGIAC LANDFILL	5,925.00
CONSUMERS CONCRETE CORPORATION	109066	CONCRETE CURB-105 BEESON	351.00
CREATIVE VINYL SIGNS	25507	NO PARKING SIGNS	117.00
DAVE'S CONCRETE PRODUCTS, INC	19355	CONCRETE SIDEWALK-105 BEESON	325.00
DEPT OF LICENSING & REG AFFAIRS	1205114	ELEVATOR INSPECTION	185.00
DOWAGIAC ANIMAL HOSPITAL	359235	K-9 VACCINES	199.61
DOWAGIAC ANIMAL HOSPITAL	10161	K-9 ANNUAL CHECKUP	40.69
DOWAGIAC AUTO BODY	657	#103 BED WORK	3,573.75
DOWAGIAC UNION SCHOOLS	201314-32	FUEL EXPENSES-AUG 2013	8,063.95
DOWAGIAC UNION SCHOOLS	201314-34	FUEL EXPENSES-SEPT 2013	7,642.28
DVT ELECTRIC, INC	10027	CCWS WELL #2-TROUBLESHOOT CONTROL	430.00
EAST JORDAN IRON WORKS, INC	3645848	FRAMES/COVERS	650.52
ELM TRAINING, LLC	0917-13	BI-MONTHLY SAFETY MTG	180.00
ENJOYMENT & IMAGE PUBLICATIONS	17848	EMBROIDERED SHIRTS-PD	73.90
EVANS, GUY	9/18/13	REIMBURSEMENT-OPERATING SUPPLIES	26.97
FED EX	2-404-33260	SHIPPING CHARGES-WATERVLIET	54.75
FILLMORE EQUIPMENT, INC	P66302	#2155JD HOSE/PUSH PULL CABLE	65.44
FLAMETAMER FIRE PROTECTION	14914	SCBA HYDRO-TEST	660.00
FLEETMatics USA, LLC	836713	VEHICLE TRACKING SERVICE	40.00
FORREST FINN, LLC	1A	115 S FRONT-BALANCE DUE	15,000.00
FORREST FINN, LLC	1	115 S FRONT ST-PARTIAL DEMO	10,000.00
FRONTIER	23118907970401035	PHONE SERVICE 8/20-9/19	1,776.56
GEMPLER'S	1019743654	TREE GATOR IRRIGATION SYSTEM	488.95
GRAINGER, INC	9255495328	WWTP-CONTROL RELAY	161.11

Vendor	Invoice #	Description	Amount
GRANT, WILLIAM DAVID	10/2/13	MUSEUM CLEANING SERVICE 9/1-9/30	331.00
HACH COMPANY	8488856	WWTP LAB SUPPLIES	256.51
HALE'S HARDWARE, INC	B36242	SHIPPING CHARGES	12.95
HALE'S HARDWARE, INC	C34933	CLEANING SUPPLIES	126.03
HALE'S HARDWARE, INC	10085357	DVD-R DISKS	12.99
HALE'S HARDWARE, INC	D27452	#101 PLIERS/CRIMPER TOOL/WIRE STRIPPER	53.32
HALE'S HARDWARE, INC	C35771	MOUSE TRAPS IL #2	4.16
HALE'S HARDWARE, INC	D28002	#103 FASTENERS	4.60
HALE'S HARDWARE, INC	C36407	STARTER FERTILIZER	59.96
HANSON BEVERAGE SERVICE	708666	DISTILLED WATER	12.00
HARTLINE, BOBBIE JO	AUG	CONSULTATION WORK 8/13	1,667.00
HARTLINE, BOBBIE JO	SEPT	CONSULTATION WORK 9/13	1,667.00
HD SUPPLY POWER SOLUTIONS, LTD	2374324-00	ELEC METER-WELL HOUSE 21	520.00
HD SUPPLY POWER SOLUTIONS, LTD	2374326-00	METER SOCKET	137.50
HI-TECH SMR COMMUNICATIONS	SMR15348	REPLACE RF FITTING-WATER TANK	78.00
HI-TECH SMR COMMUNICATIONS	SMR15537	PORTABLE RADIO REPAIR	215.00
HI-TECH SMR COMMUNICATIONS	SMR15506	RADAR REPAIR/LIGHT BULB REPLACEMENT	206.00
HI-TECH SMR COMMUNICATIONS	9/3/13	DISPATCH RADIOS PER AGREEMENT	5,002.00
HI-TECH SMR COMMUNICATIONS	SMR15533	RADIO REPAIR-6035 PORTABLE	90.00
HILL TRUCK SALES, INC	460043	#4 PRIMARY FUSE	78.56
INTERNET BUSINESS SOLUTIONS	13477	MONTHLY WEBSITE MTCE	39.95
J DOHENY SUPPLIES INC	A67287	#11 SWITCH/HAND SPOTLIGHT	151.21
JIM D'S BODY SHOP, INC	13017	#PD53 REPAIRS	533.00
JUDD LUMBER COMPANY, INC	2526313	LOCKS/KEYS	113.69
JUDD LUMBER COMPANY, INC	2525374	PLYWOOD/STUDS/REMESH MATT/RODS	72.39
JUDD LUMBER COMPANY, INC	2525638	STUDS	5.30
JUDD LUMBER COMPANY, INC	2525689	PAINT THINNER	17.58
JUDD LUMBER COMPANY, INC	2525726	SCREWS/STUDS	49.56
JUDD LUMBER COMPANY, INC	2525765	STEEL POSTS	17.16
JUDD LUMBER COMPANY, INC	2525872	TREATED TIMBERS/NUTS/BOLTS/SCREWS	100.07
KIESLER'S POLICE SUPPLY, INC	0708249B	AMMUNITION	657.08
KLING, PATRICIA J	9/26/13	HOUSING INCENTIVE AWARD-301 N FRONT	300.00
KLUG, PATRICIA	9/18/13	MILEAGE REIMBURSEMENT-32 MILES	18.08
KNOX COMPANY	INV00599722	LOCKS SYSTEM/SOFTWARE	2,390.00
KOONTZ-WAGNER CONST SERVICES LLC	126568-11	TRANSFORMER OIL TEST/CREW SUPERVISION	1,257.06
KUJAWA, MARK & KAREN	9/26/13	HOUSING INCENTIVE AWARD-312 NEW YORK AVE	300.00
LEADER PUBLICATIONS, INC	99156	MISC PUBLICATIONS	329.86
LOUNSBURY EXCAVATING, INC	9/25/13	RUSSOM PARK RENOVATIONS-PAY APP #3	65,475.00
LOVELACE, KATINA	9/26/13	HOUSING INCENTIVE AWARD-216 E HIGH	300.00
LYONS, DONALD D	9/18/13	MML CONF HOTEL/MILEAGE REIMBURSEMENTS	535.75
MARTINS PAWMART	9/20/13	K-9 FOOD	42.69
MATTIX, MICHAEL	9/20/13	NET PAYROLL CHECK	1,220.00
MAXIMUM FIRE PROTECTION	1835	#PD53 RECHARGE FIRE EXTINGUISHER	40.00
MCDONALD UNDERGROUND	293	DIRECTIONAL BORE-MIDDLE CROSSING	2,862.50
MCDONALD UNDERGROUND	294	DIRECTIONAL BORE-GRAY & LYLE	5,050.00
MI MUNICIPAL ELECTRIC ASSOCIATION	27049	MEMBERSHIP DUES 7/13-12/13	4,373.00
MICHALAK, DAVID	9/24/13	CCWS-PERMIT 234-REFUND	85.00
MIDWEST ENERGY	3503301	CCWS-WATER TOWER	743.01
MTL, INC	15112	MOWING RUSSOM PARK	710.00
MUNICIPAL SUPPLY COMPANY	INV66398	WATER METERS	5,293.80
PARAGON LABORATORIES, INC	42078-77162	MERCURY TESTING-NPDES	88.00
PARKER, LOUANN	9/26/13	HOUSING INCENTIVE AWARD-402 W WAYNE	250.00
PARKER, LOUANN	9/26/13	HOUSING INCENTIVE AWARD-337 N LOWE	400.00
PEERLESS-MIDWEST, INC	37567	CCWS-TROUBLESHOOT WELL #2	385.00
PETERSON, MICHAEL & PHYLLIS	9/26/13	HOUSING INCENTIVE AWARD-624 HELENA	450.00

Vendor	Invoice #	Description	Amount
POWER LINE SUPPLY, INC	5763493	CONNECTORS	18.90
POWER LINE SUPPLY, INC	5765331	CONNECTORS	61.75
POWER LINE SUPPLY, INC	5767614	GROUND RODS	235.80
POWER LINE SUPPLY, INC	5767616	PHOTO EYES	207.00
POWER LINE SUPPLY, INC	5767618	TERMINALS/CONNECTORS/SWITCHES/LUBRICANT	1,973.39
PRECISION DATA PRODUCTS	I0000390854	KVM SWITCH/PRINTER SUPPLY	575.82
PRECISION DATA PRODUCTS	I0000391089	PRINTER SUPPLIES	148.89
PREFERRED PRINTING, INC	26155	SHIPPING CHARGES	68.36
PRIORITY COMPUTER SERVICES, INC	200769	COMPUTER MEMORY	98.00
QUALITY PRECAST, INC	6989	CATCH BASINS	1,618.88
QUANTUM CONSTRUCTION COMPANY	9/16/13	PPE #1-LOWER MILL POND DAM REPAIRS	26,328.00
QUILL CORPORATION	5634684	JANITORIAL SUPPLIES	1,720.29
REAL PRO SOLUTIONS, LLC	PC1622	BLIGHT CLEANUP-413 W HIGH	45.00
REAL PRO SOLUTIONS, LLC	PC1623	BLIGHT CLEANUP-CITY PROPERTIES	375.00
RHOADES MCKEE	236016	RCRA-LANDFILL	6,095.32
RIETH-RILEY CONSTRUCTION COMPANY	7169094	ASPHALT	110.14
RIETH-RILEY CONSTRUCTION COMPANY	7169120	ASPHALT	94.78
RIETH-RILEY CONSTRUCTION COMPANY	7169141	ASPHALT	118.08
RIETH-RILEY CONSTRUCTION COMPANY	7169150	ASPHALT	93.72
RIETH-RILEY CONSTRUCTION COMPANY	7169154	ASPHALT	96.37
RIETH-RILEY CONSTRUCTION COMPANY	7169175	ASPHALT	93.72
ROHDY'S HEATING & COOLING, LLC	3134	NEW CONTACTOR-UNIT #2-CITY HALL	99.50
RUTKOWSKIE, JASON	9/23/13	TRAVEL REIMBURSEMENT-LANSING	74.98
RUTKOWSKIE, JASON	2911323858	CELL PHONE REIMBURSEMENT 8/10-9/9	60.00
SCHILLING'S WASH & WAX	9/30/13	CAR WASH-PD	7.00
SCHUUR, BOB & DONNA	9/26/13	HOUSING INCENTIVE AWARD-307 CENTER	300.00
SCHUUR, BOB B	9/17/13	MML CONF-MILEAGE REIMBURSEMENT-362 MILES	204.53
SEARS	T886612	#101 TOOL SET/UTILITY KNIFE	112.98
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SERVICE 8/13/13-9/13/13	18.28
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SERVICE 8/29/13-9/30/13	18.28
SIMPSON, KEN	131008	ELECTRICAL INSPECTIONS	388.00
SOUTHERN MICHIGAN SEED, INC	B130043	ROADSIDE SEED MIX	73.50
SOUTHWESTERN MICHIGAN COLLEGE	1112	FIRE CLASS WORKBOOKS	2,559.60
SUPERIOR VAN MOBILITY LLC	78097	#330 LIFT REPAIR/PARTS	398.47
SUPERIOR VAN MOBILITY LLC	78184	#220 LIFT MAINTENANCE	429.99
SYMONDS MACHINE COMPANY	53521	WWTP SERVICE CALL-INDUSTRIAL CONTROLS	536.25
THE RIDGE COMPANY	529372	LITHIUM BATTERY	13.38
THE RIDGE COMPANY	530257	#105 MIRROR/OIL/FUEL FILTERS	17.46
THE RIDGE COMPANY	530258	#105 MIRROR/FUEL FILTER	12.16
THE RIDGE COMPANY	530260	#105 ADAPTERS	8.52
THE RIDGE COMPANY	530268	#105 AIR FILTER	38.55
THE RIDGE COMPANY	530313	#105 PRESTO PIN	2.86
THE RIDGE COMPANY	530365	#132LT ADAPTERS	6.62
THE RIDGE COMPANY	530533	#105 HYD HOSE FITTINGS	73.88
THE RIDGE COMPANY	530549	#105 HYD HOSE FITTINGS/ADAPTERS/HYD HOSE	233.80
THE RIDGE COMPANY	530551	#105 D-RINGS	21.98
THE RIDGE COMPANY	530738	#7 OIL FILTER/BACKUP ALARM	49.87
THE RIDGE COMPANY	530868	#4 OIL FILTER	8.39
THE RIDGE COMPANY	530925	SL-12V BATTERY/CORE DEPOSIT	153.23
THE RIDGE COMPANY	531290	BLACK PAINT	148.75
TOURTELLOTTE WELDING	472433	#105 INSTALL NEW SCRAPER BLADE	1,851.00
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT 8/19-9/18	60.00
UNDERGROUND PIPE & VALVE, INC	706406	REMOVE/REPAIR GRIT SPINDLE	4,800.00
US 31 SUPPLY, INC	T260559	CONDUIT/FITTINGS	114.53
US BUSINESS SYSTEMS, INC	IN19617	PRINTER MTCE-UTILITIES/CITY MGR	747.91

Vendor	Invoice #	Description	Amount
VERIZON WIRELESS	9711943221	CELL PHONES-PERIOD ENDING 9/21	505.75
VERIZON WIRELESS	9712143339	DPS/CCDET TABLET-PERIOD ENDING 9/23/13	380.10
VERIZON WIRELESS	9712143360	AMERIWOOD MODEMS-PERIOD ENDING 9/23/13	27.67
VERIZON WIRELESS	9712134216	MIFI CARD-ELEC DIV-PERIOD ENDING 9/23/13	38.01
WEST SIDE TRACTOR SALES	U12478	#150 AIR FILTER/KEYS	83.50
WEST SIDE TRACTOR SALES	U12598	#150 DRIVE SHAFTS/CAP SCREWS/LOCK NUTS	3,875.83
WIGGINS, DANIEL	9/23/13	TRAVEL REIMBURSEMENT-LANSING	91.70
WIGHTMAN & ASSOCIATES, INC	45503	CMAQ-HILL/MIDDLE CROSSING	584.95
WIGHTMAN & ASSOCIATES, INC	45505	120169 ENGINEERING SERVICES	688.75
WIGHTMAN & ASSOCIATES, INC	45516	ENG SVC-LOWER MILL POND DAM	728.77
WIGHTMAN & ASSOCIATES, INC	45524	CAUA-WATER TAP	1,220.00
WIGHTMAN & ASSOCIATES, INC	44419	130233 BOUNDARY SURVEY	1,800.00
WOLFORD ELECTRICAL & GEN CONT SVCS	9/20/13	ROTARY PARK-INSTALL RECEPTACLES	363.72
YEO & YEO PC	322872	PROF SVC RENDERED THROUGH 9/30/13	2,300.00
ZEMLICK OFFICE PRODUCTS & FURNITURE	0087955-001	OFFICE CHAIR	359.52
		Total:	<u>670,332.82</u>

Vendor	Invoice #	Description	Amount
AMERICAN WATER WORKS ASSOCIATION	00025544	SUBSCRIPTION RENEWAL	572.00
AUTOMATED ENERGY, INC	18309	AMERIWOOD METER SUBSCRIPTION	105.00
BAZAN, STACEY	10/2/13	TRAVEL REIMBURSEMENT-PETOSKEY	354.47
C WIMBERLY AUTOMOTIVE GROUP	45636	#110/330 KIT ELEMENT	70.29
CASS COUNTY REGISTER OF DEEDS	10/9/13	RECORDING FEE-THEATER	127.00
CENTRAL ELEVATOR COMPANY, INC	53801	QRTLQ ELEVATOR INSP	134.00
COMCAST COMMUNICATIONS	13154	RELOCATE CABLE UTILITIES	5,158.78
CREATIVE VINYL SIGNS	25566	EXHIBIT GRAPHICS PANELS	70.76
DAVE'S CONCRETE PRODUCTS, INC	19417	CONCRETE	379.75
DOUBLEDAY OFFICE PRODUCTS, INC	144777I	OFFICE SUPPLIES	644.27
DOWAGIAC CLEANERS	10/1/13	UNIFORM CLEANING	94.25
FADER EQUIPMENT, INC	109718	TOOLS	572.56
GLOCK PROFESSIONAL, INC	TRP/100041933	ARMORER'S TRAINING-WIGGINS	195.00
GRAMES TIRE & BATTERY, INC	2420	#PD6001 TIRE REPAIR	17.95
GRAMES TIRE & BATTERY, INC	2438	#220 NEW TIRE	128.34
GREATER DOWAGIACCHAMBER OF COMMERCE	10/2/13	REIMBURSE-1/2 COST OF DT FLOWER POTS	33.00
HAAS ALARMS AND SERVICE, INC	059306	RECONNECT PHONE LINE-BUTLER BLDG	70.00
HALE'S HARDWARE, INC	C37424	HAMMER/SCREWDRIVER	40.71
HALE'S HARDWARE, INC	D28800	PVC ELBOWS/CONDUIT	54.84
HALE'S HARDWARE, INC	C38506	BATTERIES/TOOL/QUICK DRY/POINTER	76.04
HALE'S HARDWARE, INC	C38634	SHIPPING CHARGE/BROOM/SWITCH/CABLE TIES	83.91
HANSON BEVERAGE SERVICE	720683	DISTILLED WATER	21.50
JUDD LUMBER COMPANY, INC	2526167	NAILS/DUCT TAPE	15.26
JUDD LUMBER COMPANY, INC	2526169	STRING & HANDLE	7.49
JUDD LUMBER COMPANY, INC	2526306	REDI-MIX GRAVEL	124.75
JUDD LUMBER COMPANY, INC	2526310	PUSH BROOM	23.99
JUDD LUMBER COMPANY, INC	2526314	REDI-MIX GRAVEL	29.94
JUDD LUMBER COMPANY, INC	2526403	ADAPTER	2.99
JUDD LUMBER COMPANY, INC	2526321	PVC CONDUIT	19.17
JUDD LUMBER COMPANY, INC	2526399	CORNER IRONS	19.57
MEDA	8785	CERT BUSINESS PARK RECERTIFICATION	250.00
MI COMMUNITY ACTION AGENCY ASSOC	10/13	EU-MONTHLY PYMT ALLOCATION-10/13	11,408.41
OIL CAN ALLEY	28762	#14 OIL CHANGE	34.95
POKAGON TOWNSHIP	10/8/13	2013 TOWNSHIP PROPERTY TAX	4,464.65
PRAIRIE RONDE REALTY	1106	OCT RENT-DART	150.00
PRIORITY COMPUTER SERVICES, INC	200829	ANTIVIRUS SUBSCRIPTION-SERVERS	568.00
RELIABLE DISPOSAL, INC #646	0646-000793525	DUMPSTERS/TRASH CART 10/13	544.53
ROAD EQUIPMENT PARTS CENTER	KS388307	LED TRAFFIC DIRECTOR	372.12
STATE OF MICHIGAN-ECONOMIC DEV	10/10/13	CDBG IND PK GRANT REPAYMENT	6,345.88
THE RIDGE COMPANY	531614	#132LT OIL/FUEL FILTERS	30.76
THE RIDGE COMPANY	531585	TRANSM FLUID/WW FLUID	66.12
THE RIDGE COMPANY	531573	#132LT HYD CYLINDER	175.00
THE RIDGE COMPANY	531572	#220 SPOUT/V-BOLT	37.52
THE RIDGE COMPANY	531774	#6 SOLENOID MOTOR RELAY	23.94
THE RIDGE COMPANY	531830	DUCT TAPE	13.99
THE RIDGE COMPANY	532101	#103 OIL/FUEL FILTERS	26.51
THE RIDGE COMPANY	532148	#103 CONNECTOR/BACKET/HARNESS	43.26
TURF SERVICES	32269	IRRIGATION PARTS	247.70
WAYNE TOWNSHIP	10/8/13	2013 TOWNSHIP PROPERTY TAX	889.24
YAW, DOROTHY M	10/02/2013	UB refund for account: 07-1725-15	108.09
Total:			35,048.25

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 discuss strategies for dealing with litigation; and

WHEREAS, the Mayor and City Council desire to meet with the City Manager and the City Attorney to discuss litigation.

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

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk