REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, October 26, 2015, 7:00 p.m.

A G E N D A

CALL TO ORDER	-Mayor Donald D. Lyons
PLEDGE OF ALLEGIANCE TO THE FLAG	-Mayor Donald D. Lyons
ROLL CALL	-Mayor Donald D. Lyons -Mayor Pro-Tem Leon Laylin -Councilmember Charles Burling -Councilmember James Dodd -Councilmember Danielle Lucas -Councilmember Lori Hunt -Councilmember Bob Schuur
APPROVAL OF MINUTES OF PREVIOUS MEETING –	October 12, 2015

QUESTIONS FROM CITY COUNCIL –

COMMENTS FROM THE AUDIENCE (NON-AGENDA) –

COMMENTS FROM THE AUDIENCE (AGENDA) –

COMMUNICATIONS –

RESOLUTIONS –

1. Resolution to authorize an incentive for utility customers to use e-billing and eft payment options.
2. Resolution to authorize an update to the City of Dowagiac Personnel Policy Manual.
3. Resolution to authorize the City Manager to execute necessary agreements to purchase property located at 204 Commercial Street for redevelopment.
4. Resolution to authorize a Proposal for Professional Services for a groundwater investigation of the aquifer near the former landfill on Nubour Road.
5. Resolution to authorize accepting and dedicating roadways and utilities located within the Dowagiac Business Park as public streets and public utilities.
6. Resolution to authorize a Utility Extension Agreement with Creative Foam.
7. Resolution of support for Dowagiac Union School District Millage proposal.

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

BILLS	PAYROLL	TOTAL
$772,448.99	$120,307.45	$892,756.44

COMMENTS FROM CITY OFFICIALS –

9. Resolution to enter into a closed session pursuant to 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 litigation. (Roll Call)

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

DOWAGIAC CITY COUNCIL MEETING

Monday, October 12, 2015
Page One

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

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

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

ABSENT: Mayor Don Lyons

STAFF: Kevin P. Anderson, City Manager

Councilmember Dodd moved and Councilmember Burling seconded that the minutes of the September 28, 2015 meeting be approved.

Approved unanimously.

COMMENTS FROM THE AUDIENCE (NON-AGENDA)

Thurman Chennault, Dowagiac resident, spoke regarding election inspector matters.

PRESENTATION

1. Dowagiac Union School Superintendent, Paul Hartsig, will provide City Council with information regarding the school improvements proposed on the 11/3 ballot.

COMMUNICATIONS –

1. Borgess Lee-Memorial Tree of Love

Motion by Burling, seconded by Lucas, to approve the event.

Approved unanimously.

RESOLUTIONS -

1. Resolution to authorize the execution of a Declaration of Notice for Russom Park property per Michigan Natural Resources Trust Fund grant requirements.

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

WHEREAS, the City of Dowagiac received grant funding through the Michigan Natural Resources Trust Fund for the development of Russom Park, and;

WHEREAS, as a condition of the grant by the DNR, the City has agreed and declares to impose certain restrictions on the developed portion of the property, and;

WHEREAS, the developed portion of the project area property is described as:

Commencing at a point 0° 51' 43" West 1,710.72 feet from the West 1/4 Corner of Section 36, Township 5 South, Range 16 West; thence North 0° 51' 43" West to the Northwest Corner of said Section 36; thence East 1,468.4 feet; thence South 24° 16' 40" East 440.25 feet; thence West 250.0 feet; thence South to a point which is North 89° 29' 1" East of the point of beginning; thence South 89° 29' 1" West to the point of beginning accepting therefrom the West 11 Acres thereof.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac hereby declares that the portion of the property identified as the project area is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the obligation herein set forth, all of which shall run with the land.

BE IT FURTHER RESOLVED, that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt and approve the attached Declaration and Notice.

BE IT FURTHER RESOLVED, that Mayor Pro-Tem Leon Laylin and City Clerk Jane Wilson are authorized to sign the Declaration and Notice.

APPROVED unanimously.

2. Resolution to authorize special assessments for blight and property maintenance pursuant to Chapter 18 of City Ordinances.

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

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.

APPROVED unanimously.

3. Resolution to authorize special assessments for past due utility payments that do not comply with Chapter 82, Section 24 of City Ordinances.

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

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.

APPROVED unanimously.

4. Resolution to authorize the purchase of in-car computers for police vehicles from Tel-Rad in the amount of $28,916.32.

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

WHEREAS**,** in-car computers will serve to improve the service of the City of Dowagiac's Police Department brings to the community, and;

WHEREAS, grant funds have been secured that will reduce the cost to the citizens of Dowagiac, and;

WHEREAS, the City has solicited and received competitive bids for the in-car computers.

WHEREAS, the low bidder, Tel-Rad, has sufficient experience to perform the tasks specified in the bid documents.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by affirmative vote of its City Council, hereby approves and accepts the proposal from Tel-Rad for purchase and installation of an in-car computer system for police vehicles, and;

BE IT FURTHER RESOLVED that the City Council directs the City Manager to be authorized as the signatory for execution of the same.

APPROVED unanimously.

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

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

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #01 for the periods ending 9/27/15:

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

BILLS	PAYROLL	TOTAL
$274,866.19	$125,556.43	$400,422.62

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: None (0)

Abstain: None (0)

6. Resolution to authorize a lease with May, Oberfell, Lorber for office space in the James E. Snow Professional Office Building.

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

WHEREAS, the City of Dowagiac owns the professional office building known as the Jame E. Snow Professional Building located at the corner of Front and Main Street in Downtown Dowagiac, and;

WHEREAS, the law firm of May, Oberfell, Lorber needs office space to expand their services to the greater Dowagiac area, and:

WHEREAS, terms have been negotiated for space in the first floor of the James E. Snow Professional Building,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the terms of a building lease with May, Oberfell, Lorber, subject to final review and approval by the City Manager and City Attorney, and;

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to complete lease negotiations and act as signatory for the execution of a lease once the document review is complete.

APPROVED unanimously.

ADJOURNMENT –

Upon motion by Councilmember Dodd and seconded by Councilmember Schuur, the Dowagiac City Council adjourned at 7:45 PM

_____ _____

Leon Laylin, Mayor Pro-Tem Jane P. Wilson, City Clerk

CITY OF DOWAGIAC

MEMO TO: **Mayor and Council Members**

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

DATE: **October 26, 2015**

SUBJECT: **E-Mail Billing & EFT Payment Incentive Program**

In an effort to promote e-billing and eft payment I would like to offer an incentive program to give the programs a renewed jump start. The incentive would be for a limited time. All customers who move exclusively to the e-mail billing system and/or an eft payment between today and Memorial Day 2016 would receive an "e-billing credit" of $5.00 and/or an "eft-payment credit" of $5.00 on their next utility bill. The credit will be limited to one (of each) credit per account. The $5.00 incentive for e-billing is giving the customer back the first year's savings in postage costs. It is my hope that the incentive would be enough to spark people's attention and get them to contact the Utilities Department to sign up for the e-mail billing and/or eft payment.

This type of promotion for e-mail billing was first run in January of 2011. There were 110 people who signed up for E-billing.

Statistics

Year Ending	E-Billing	E-Payment
2011	110	215
2012	113	222
2013	113	224
2014	118	233
2015	113	247

RECOMMENDATION

Authorize the City Manager to implement a $5.00 e-mail billing incentive program and a $5.00 eft payment incentive program through Memorial Day 2016.

Support Documents:

Cover Memo – City Mgr.
Resolution

Resolution #1
October 26, 2015

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

WHEREAS, utility customers have requested the ability to receive bills via e-mail and/or make payments by eft, and;

WHEREAS, the Utilities Department of the City of Dowagiac is successfully e-mailing utility bills and receiving payments and;

WHEREAS, City Council wants to encourage the use of e-mail billing and eft payments in regards to utility customers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dowagiac does hereby authorize the City Manager to offer a $5.00 e-mail billing credit and/or a $5.00 eft payment credit to each utility customer who signs up for e-billing system or eft payment no later than Memorial Day 2016. The credit will be limited to one e-mail billing credit and one eft payment credit per account.

ADOPTED/REJECTED

CITY OF DOWAGIAC

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

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

***DATE*:** **October 23, 2015**

***SUBJECT*:** **Administrative Personnel Manual Update**

A resolution is on Monday's agenda to approve an update to the City's non-union administrative Personnel Manual. Attached is a memo from Rose Scherr, which provides details on the updates to the manual.

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

RECOMMENDATION

Approve the resolution to update the non-union administrative Personnel Manual.

Support Documents:
- Cover Memo-City Mgr.
- Cover Memo-Dept. Head
- Resolution
- Personnel Manual

Resolution #2
October 26, 2015

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

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

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

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

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

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

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

ADOPTED/REJECTED

CITY OF DOWAGIAC
Interdepartmental Memo

TO: Kevin Anderson, City Manager

FROM: Rozanne Scherr, HR Director/Assistant City Manager

RE: Personnel Manual Update

DATE: October 7, 2015

As discussed, attached is the proposed update to the Personnel Manual. Over the past year, I have worked closely with Matt Derby, Attorney at Kotz Sangster Wysocki, in reviewing changes to various regulations and laws. Following is an explanation of the changes made to the manual:

Section 1.050 Employee Personnel Records: Consistent with Bullard-Plawecki Employee Right to Know Act, employee requests to review their personnel file must be in writing.

Section 1.060 References: New language was added that prohibits informal references using social media sites.

Section 1.070 Indemnification: Remove from Manual. This type of language is not typically included in an employee handbook.

Section 2 – Diversity: New Section created which moves all EEO, harassment, retaliation and American with Disabilities Act requirements in one area and which provides for a comprehensive complaint procedure.

Section 2.100 Equal Employment Opportunity: Renumbered and reworded section to comply with updates to federal EEO requirements and recommendations.

Section 2.120 Anti-Harassment Policy: New section to address harassment and discrimination, including retaliation for reporting such. Section includes definitions and covered individuals.

Section 2.130 Complaint Procedure. New section includes a formal complaint form for reporting incidents. Section defines the investigation process and the responsive action by administration.

Section 2.140 Americans with Disabilities Act Policy Statement: Renumbered and reworded section to comply with updates to federal ADA and ADAA requirements and recommendations.

Section 7.650 (a) Retiree Benefits: Employees hired after September 30, 2015 will not be eligible for retiree medical benefits. Instead, City will contribute $38 monthly into a Health Care Savings Program on behalf of the employee.

After you have had the opportunity to review this information, should you have any questions or comments please do not hesitate to contact me. However, if you approve of the changes and modifications contained herein, please forward this information to City Council for their review and approval.

PERSONNEL MANUAL

City of Dowagiac

October 2015

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SECTION 1 – GENERAL

1.010 GENERAL PURPOSE/SCOPE.

This employee handbook is a general informational guide to the City's current employment policies and is not intended to create a contract, nor is it to be construed to constitute contractual obligations of any kind or a contract of employment between the City and any of its employees. The City reserves the right to amend, delete, supplement, or rescind any of the provisions of this manual, as the City Council, from time to time, by adopted resolution, shall deem necessary and appropriate. The City also reserves the right to deviate from these policies in emergency situations, in order to achieve its primary mission of providing orderly and cost efficient services to its citizens. Nothing contained in this handbook shall give the employee the right to the continuation of any benefit, policy, or practice which the city chooses to modify, alter, or discontinue.

These personnel policies shall apply to all City employees. They shall not apply to elected officials and independent contractors. **In the event of conflict between any provision of this manual and any provision of a valid and effective collective bargaining agreement or written contract, the provisions of the labor agreement or contract shall govern.** In all other cases, these policies shall govern.

1.020 NATURE OF THE EMPLOYMENT RELATIONSHIP.

Employment with the City of Dowagiac, unless subject to written contract indicating otherwise, is voluntary on the part of both parties. The employee is free to resign at will at any time, with or without cause. Similarly, the City may terminate the employment relationship at will at any time, with or without cause.

1.030 OPEN COMMUNICATIONS.

Open communications are essential to efficient and effective operation. The City of Dowagiac will make every effort to keep each employee informed of those matters which affect him/her and also encourages each employee to communicate with his/her immediate supervisor or Department Head on matters of significance which they feel requires the attention of someone in authority. An employee is in a good position to know and understand the details of their own work. An employee may discover new or improved ways of performing their work or they may have suggestions with regard to working relationships in the City. Only through an "open door" policy with the honest exchange of ideas, suggestions, and the cooperative effort of all employees can we hope to constantly and consistently improve the services which the City renders to the community.

1.040 DEFINITIONS.

(a) Department Head. An employee who has responsibility for directing one or more departments.

(b) Immediate Family. An employee's immediate family includes the employee's spouse, (step) children, (step) parents, mother-in-law or father-in-law, son (-in-law) or daughter (-in-law), brother (-in-law) or sister (-in-law), grandchildren and grandparents.

(c) Regular Full-Time Employee. An employee who regularly works forty (40) hours a week on a continuing basis.

(d) Regular Part-Time Employee. An employee who works less than forty (40) hours a week on a continuing basis. Part-time employees are not eligible for City benefits.

(e) Temporary Employees. A temporary employee is defined as an employee who holds a job of limited

duration arising out of special projects, seasonal workloads or emergencies. Temporary employees are not eligible for City benefits.

(f) Non-Exempt Status. An employee who is entitled to overtime pay under the specific provisions of federal and state wage and hour laws.

(g) Exempt Status. An employee who is excluded from overtime pay under the specific provisions of federal and state wage and hour laws.

1.050 EMPLOYEE PERSONNEL RECORDS.

(a) A personnel file for each employee is maintained in the Human Resources Department. Access is limited to the City Manager and the Human Resources Director or designee. An employee's personnel file contains the employee's name, title and/or position held, salary history, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information.

(b) An employee has the right to review their file in the presence of the Human Resources Director or designee. Requests to review the file must be in writing. An employee may not mark-up, change, or in any way alter the information contained in the file. If there is a disagreement with the information contained in the file, the employee may submit a written statement explaining his or her position. This statement will become a part of the personnel file.

(c) Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without a written request for specific information.

1.060 REFERENCES.

The City does not give employment references, other than to confirm the dates of employment and position held, without the express written consent of the employee. Only the City Manager, Human Resources Director or designee, will provide employment references on current or former City employees. Informal references through social media sites are prohibited.

SECTION 2 – DIVERSITY

2.100 EQUAL EMPLOYMENT OPPORTUNITY.

It is the policy of the City to exercise its police power in order to ensure public safety, public health, and a person's general welfare. It is the intent of the City that no individual be denied equal protection of the laws, nor shall an individual be denied the enjoyment of his or her civil rights or be discriminated against because of age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight.

The City provides for equal protection under law and equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, gender expression, education, familial status, national origin, age, disability, genetic information, height, weight, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. The City complies with applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including

recruitment, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.

The City expressly prohibits any form of unlawful employee harassment or discrimination based on race, color, religion, gender, sexual orientation, gender identity, gender expression, education, familial status, national origin, age, disability, genetic information, height, weight, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. Improper interference with the ability of City of Dowagiac employees to perform their expected job duties is absolutely not tolerated.

2.120 ANTIHARASSMENT POLICY

The City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore the City expects that all relationships among individuals will be business-like and free of bias, prejudice and harassment.

It is the policy of the City of Dowagiac to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, gender expression, education, familial status, national origin, age, disability, genetic information, height, weight, marital status, amnesty or status as a covered veteran. The City prohibits any such discrimination or harassment.

The City encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of the City of Dowagiac to promptly and thoroughly investigate such reports. The City prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

(a) Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For purposes of this policy, sexual harassment is defined, as in the Equal Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonable interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, gender identity, gender expression, education, familial status, national origin, age, disability, genetic information, height, weight, marital status, amnesty or status as a covered veteran or any other characteristic protected by law, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

(b) Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager, elected or appointed officials, or by someone not directly connected to the City of Dowagiac such as an outside vendor, consultant or customer. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace.

(c) Retaliation is prohibited

The City of Dowagiac prohibits retaliation against an individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

2.130 COMPLAINT PROCEDURE

(a) Reporting an Incident of Harassment, Discrimination or Retaliation

A Discrimination/Harassment Complaint Form is included at the end of this personnel manual. The City of Dowagiac strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should file their complaint with their Department Head or the Director of Human Resources before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor.

IMPORTANT NOTICE TO ALL EMPLOYEES:
Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, federal, state and local discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

The City of Dowagiac will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of the employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

False and malicious complaints of harassment, discrimination or retaliation will be subject to appropriate disciplinary action.

(b) The Investigation

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

(c) Responsive Action

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and or disciplinary action such as warning, reprimand, temporary suspension without pay or termination, as the City of Dowagiac believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the City Manager. Individuals who have questions or concerns about these policies should contact the Human Resources Director.

Finally, these policies should not, and may not, be used a s a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the City of Dowagiac prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibition against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

2.140 AMERICANS WITH DISABILITIES ACT POLICY STATEMENT

The Americans with Disabilities Act ("ADA") and the Americans with Disabilities Amendments Act ("ADAA") are federal laws that prohibit employers from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with our without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the City of Dowagiac to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the City. Contact the Human Resources Department with any questions or requests for accommodation.

SECTION 3 - HOURS AND ATTENDANCE

3.210 WORKING HOURS.

(a) The City's standard work day is generally eight (8) hours, however, different work schedules, such as in the case of public safety employees, may be established by the City to meet job assignments and provide necessary City services. All salaries and employee benefits are based on a minimum of an eighty (80) hour pay period, which begins at 12:00 a.m. on Monday and continues for two (2) weeks ending at 11:59 p.m. on Sunday.

(b) The City's standard workweek is Monday through Friday; however, for purposes of overtime the workweek may include Saturday and Sunday. Different work schedules, such as in the case of fire and police employees or essential employees, may be established by the City to meet job assignments and provide necessary City services. Each employee's department head will advise the employee regarding their specific working hours.

(c) Part-time and temporary employees shall work hours as specified by their department heads.

(d) "Flex-time" scheduling may be utilized with prior permission of the Department Head if the use thereof does not interfere with customer service, the requirements of the job, or limit the productivity of a department or function.

3.220 HOURS OF WORK AND OVERTIME.

(a) All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") regulations. Department Head positions and designated administrative positions are considered exempt under FLSA. Regular full-time and part-time employees are considered non-exempt. Elected officials are exempt from all provisions of FLSA.

(b) Non-exempt employees are entitled to overtime compensation, either in compensatory time off or additional pay on their paycheck, when they work more than forty (40) hours in a standard workweek, which may include Saturday and/or Sunday. Overtime pay is calculated at one and one-half times the employee's regular rate of pay. Fire fighters are entitled to overtime compensation when they work more than 212 hours within a 28 consecutive day period.

(c) All overtime must be authorized by the employee's department head. Overtime is mandatory when required by management and scheduled in advance.

3.230 COMPENSATORY TIME.

(a) Non-exempt employees entitled to overtime pay may elect to receive compensatory time off instead of cash payment. The use of compensatory time must be approved by the requesting employee's department head. Compensatory time shall be accrued and credited to the employee at a rate of one and one-half times the hours worked as overtime. An employee may not carry more than forty (40) hours of banked compensatory time at any time; excess hours worked beyond forty (40) will be paid as overtime.

(b) Compensatory time off from work is to be used for short-term absences from work during times mutually agreed to by the employee and his/her department head. Employees may use their compensatory time only when approved in advance by their Department Head. Compensatory time may be utilized for emergency circumstances when an employee's sick leave bank has been exhausted. In such cases, the employee is to inform his/her department head of the intention to use compensatory time off at least one (1) hour prior to the start of the shift.

(c) Employees are to utilize all accrued compensatory time within the fiscal year in which it is accrued. At the conclusion of the fiscal year, all remaining, accrued compensatory time shall be paid to the employee at the original, overtime wage.

3.240 ATTENDANCE.

(a) Punctual and consistent attendance is a condition of employment. Each department head is responsible for maintaining an accurate attendance record of their employees.

(b) When an employee is absent from work three (3) times within a 60-day period it shall be deemed excessive absenteeism. Scheduled time off, approved in advance by the department head, will not count as an absence. Exceptions may be made with prior approval of the City Manager for extenuating circumstances. Excessive absenteeism shall be subject to disciplinary action, up to and including discharge from employment.

(c) Employees unable to work or unable to report to work on time should notify their department head/supervisor as soon as possible, but not less than one (1) hour prior to the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for reporting in each day. If the department head is unavailable, the employee may leave a message with their designated representative, stating the reason for being late or unable to report for work. Unless the employees department is so notified, leave will not be approved without reasonable explanation.

(d) Employees are expected to be at work even during inclement weather. Department heads may allow employees to be late or leave early during severe weather conditions; however, failure to report for work will be counted as absence from work and will be charged to accrued vacation, compensatory time and/or personal leave.

(e) Weather emergencies, which result in the closing of the City offices, shall be established by the City Manager. Critical personnel, as designated by the City Manager, including but not limited to police officers, firefighters, utility crews, road crews, etc., will be required to work as a matter of standard operating procedure during any weather emergency. Any such employee so required to report to work will receive regular pay.

(f) An employee who is absent for any reason without authorization or notification is subject to disciplinary action, up to and including discharge from employment.

3.250 BREAKS AND MEAL PERIODS.

Administrative and clerical employees may take one (1) fifteen-minute break within a four (4) hour work period. A one-half (1/2) hour unpaid meal period shall be provided for administrative and clerical employees working a minimum of six (6) continuous hours in a day. All breaks and meal periods shall be arranged so that they do not interfere with City business or service to the public.

3.260 CALL BACK.

All employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call back may be grounds for immediate disciplinary action, up to and including discharge from employment. Employees called back to duty will be paid their appropriate rate of pay for hours worked including overtime, if applicable.

3.270 PAYROLL RECORDS.

The official payroll records are kept by the Finance Department. Each department head shall turn in, by the Tuesday preceding payday, a signed work record for each employee within their department, noting hours worked, leave time taken and overtime worked during the previous pay period.

SECTION 4 - RECRUITING AND HIRING

4.310 RECRUITING.

The City shall post job vacancies on all departmental bulletin boards for a period of ten (10) working days unless emergency circumstances require the position to be filled immediately. During this ten (10) day period, employees who have completed their introductory period may bid for such vacancy by presenting to the City Manager a written and signed notification of interest in the position. Applicants other than current City employees will be required to fill out an Application for Employment.

(a) Recruiting practices are conducted solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, national origin, gender, gender identity, sexual orientation, marital status, pregnancy, age, or disability except as provided by law.

(b) Each applicant shall complete and sign an application form prior to being considered as a finalist for any position. Resumes may supplement, but not replace, the City's official application form.

(c) An applicant who is found to have falsified pertinent information by misrepresentation or willful omission of essential facts on their application will not be considered for employment, or if employed, will be subject to discharge from employment at the time that the misrepresentation or willful omission of pertinent facts is discovered.

4.320 HIRING.

(a) When a position becomes vacant and prior to any posting or advertisement of the vacancy, the department head shall review the position, its job description and the need for such a position. The department head will prepare and submit a written request to fill the position to the City Manager. After the City Manager has approved the request, the position will be posted by the Human Resources Department.

(b) Residency within the City shall not be a condition of initial appointment or continued employment unless so required by Charter, Ordinance, or written contract.

(c) Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid State driver's license with any necessary endorsements. Driving records of applicants may be checked. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving.

(d) The City may administer pre-employment examinations to test the qualifications of applicants, as determined necessary by the City. The City may contract with any competent agency or individual to prepare and/or administer examinations.

(e) Requests for reasonable accommodation may be made orally or in writing by the applicant to the Human Resources Department.

4.330 TEMPORARY EMPLOYEES.

(a) With approval of the department head, temporary employees may be used during emergencies or other peak workload periods, to temporarily replace regular employees absent due to disability, illness, vacation or other approved leave, or to temporarily fill a vacancy until a regular employee is

hired.

(b) A temporary position is clearly understood to be of limited duration and may not exceed a period of six months. Extensions to this period may be made by the City Manager if it is determined that the position is required for a longer period of time.

(c) Temporary employees are eligible for overtime pay as required by law. Temporary employees are not eligible and do not receive retirement, vacation, sick leave, health insurance, holiday or any other benefits during their employment.

4.340 INTRODUCTORY PERIOD.

(a) All newly hired employees (full- and part-time) or former employees who have been rehired or employees promoted to a new classification enter an introductory period which is considered an integral part of the selection and evaluation process. During the introductory period an employee is required to demonstrate suitability for the position through actual work performance.

(b) The normal introductory period is six (6) months from the employee's date of hire, rehire or promotion. The introductory period for fire fighters is one (1) year.

(c) An employee's introductory period may be extended for an additional six (6) months, if necessary, to properly evaluate the employee's performance. The introductory period will not be shortened for any reason.

(d) Newly hired or rehired introductory employees accrue vacation and sick leave but are not eligible to use sick time until after their introductory period is completed. Promoted employees that have completed an initial six month introductory period shall continue to accrue vacation and sick time when applicable.

(e) During the introductory period, either the employee or the City may end the employment relationship at-will at any time, with or without cause or advance notice. Completion of the introductory period does not alter the at-will nature of employment or confer on the employee any right of continued employment.

(f) When a department head determines an employee has satisfactorily completed the introductory period, the department head shall prepare a written performance evaluation, which will be reviewed by the City Manager's office. If the introductory period is satisfactorily completed, the employee will be placed on regular employment status.

4.350 PROMOTIONS AND TRANSFERS.

(a) The City encourages current City employees to apply for vacant City positions for which they are qualified. The promotion or transfer of a City employee to a vacant Department Head position shall be made by the City Manager with City Council approval. In filling the vacancy, the City Manager shall give due consideration to each applicant's seniority, qualifications, performance evaluations, and experience, in general, and the department in which the vacancy occurs in particular, if any.

(b) Promotions and transfers to a vacant non-department head position shall be made by the Department Head with the approval of the City Manager and are based on qualifications for position, recommendations, performance evaluations, attendance, job descriptions and related City requirements.

(c) Regular full-time and part-time employees are eligible for promotion or transfer. To be considered for another position, an employee must have satisfactorily completed the introductory period and possess the qualifications for the vacant position, unless such requirements are waived by the City Manager in the best interests of the City.

4.360 EMPLOYMENT OF RELATIVES.

(a) Employees' immediate family will not be employed by the City under any of the following circumstances:

(1) Where one of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;

(2) Where one party would be responsible for auditing the work of the other;

(3) Where circumstances would exist which would place the relatives in a situation of actual, perceived or reasonably foreseeable conflict between the City's interest and their own.

(b) Where business necessity requires the limitation of employment opportunity of spouses, the spouses shall have the responsibility of choosing how to remedy the situation within 60 days. Failure to remedy the situation shall result in the less senior employee (based on date of hire) being required to vacate his or her position unless the City Manager determines differently.

SECTION 5 - CLASSIFICATION & COMPENSATION

5.410 SALARY CLASSIFICATION.

Each job title within the City is classified into one of the City's classifications for salary purposes, based on job qualifications, level of responsibility, difficulty, working conditions, skill, hazard, and amount of supervision required for the specific job title. Each classification has a salary range shown on the City's salary and wage schedule. This schedule is approved by, and from time-to-time may be amended by, resolution of the City Council.

5.420 EMPLOYEE COMPENSATION.

The compensation of all employees shall be subject to approval by the City Manager, within the set budget appropriation and within the recommended salary range, as established by resolution of the City Council.

(a) Employees shall be paid within the limits of the salary range to which their positions are assigned.

(b) Usually, new employees will start their employment at the minimum salary rate for their classification. However, a new employee may be employed at a higher rate than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting rate greater than the minimum.

(c) Pay increases depend upon satisfactory performance. If an employee's performance is consistently unsatisfactory, the Department Head, with the approval of the City Manager, may deny or limit a scheduled pay increase until the employee's job performance becomes satisfactory or until the next scheduled performance review date.

5.430 PAYDAYS.

Employees are paid bi-weekly (every other week on Friday). If a regularly scheduled payday falls on a holiday, paychecks will be distributed on Thursday.

5.440 DEDUCTIONS.

Some regular deductions from the employee's earnings are required by law; other deductions are specifically authorized by the employee. The City will withhold from the employee's paycheck those deductions required by law and deductions authorized by the employee, applicable union contract, or statute.

5.450 TRAVEL AWAY FROM THE CITY.

All travel away from the City must be approved in advance by the Department Head and/or the City Manager. If personal automobiles are used, employees will be reimbursed at rates established and modified from time to time by the standard allowable U.S. Internal Revenue Service (IRS) rate for business driving when using personal automobiles.

5.460 TRAVEL EXPENSE REIMBURSEMENT.

City employees will be reimbursed for reasonable and customary expenses actually incurred in connection with the business of the City, in accordance with established administrative policy 92-A-04 (Reimbursement Policy for Travel, Training, and Business-Related Expenditures). Requests for reimbursement, including receipts, shall be submitted on a Travel Expense Form signed by the employee and the department head.

5.470 COMPENSATION UPON SEPARATION FROM EMPLOYMENT.

When an employee's employment with the City is ended, the employee will receive the following compensation:

(a) Regular wages for all hours worked up to the time of separation or discharge which has not already been paid.

(b) Any overtime or holiday pay due.

(c) A lump sum payment of any unused vacation, prorated vacation, and compensatory time.

Any unused personal days shall be forfeited upon separation or discharge. An employee discharged for cause shall not be eligible for any prorated vacation pay.

Note: For information on retirement compensation, please see the Human Resources Director or the retirement and sick leave sections of this manual.

SECTION 6 - PERFORMANCE APPRAISALS/SERVICE RATINGS

6.510 PERFORMANCE APPRAISALS/SERVICE RATINGS.

A service rating system, also known as a performance appraisal, is in place for the purpose of having supervisors and department heads periodically appraise the service of their employees, using a prescribed form for this purpose. Service ratings shall be discussed with the employee and kept on file in the

employee's personnel file.

(a) To achieve the City's goal to train, promote and retain the best qualified employee for every job, the City conducts annual performance appraisals for all positions not covered by a Collective Bargaining Agreement (optional for union employees).

(b) The Human Resources Director, under the direction of the City Manager, is responsible for developing and maintaining the City's performance appraisal program.

(c) Employees are to be evaluated by their department heads prior to completion of their introductory period and at least annually thereafter.

(d) The appraisal is part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, whether the employee receives a wage increase, or is to be promoted, transferred, demoted, or discharged.

(e) In the event that a department head judges an employee to be unsatisfactory in performance, the appraisal will state the deficiencies, specific recommendations intended to correct the deficiencies, and a specific target date for improving performance, at which time the department head will review the employee's progress. Failure to achieve satisfactory performance may result in discipline, up to and including discharge from employment.

SECTION 7 - BENEFITS

Benefits as hereinafter set forth are limited to full-time employees with the exception of Social Security contributions and Worker's Compensation benefits. For purposes of this section, full-time employees are defined as any position regularly working forty (40) hours per week on a continuing basis.

Please note that anything contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the City and its employees, retirees, or dependents, for benefits or for any other purpose.

The City of Dowagiac reserves the right, in its sole discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents.

For more complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions, which were provided to you separately or contact the Human Resources Department.

7.610 RETIREMENT BENEFITS.

(a) The City makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions.

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

(c) Employees may elect to join the ICMA 457 Deferred Compensation Retirement Plan. Contributions are 100% funded by the employee through payroll deductions.

(d) Employees may elect to join the MERS 457 Deferred Compensation retirement Plan. Contributions are 100% funded by the employee through payroll deductions.

(e) See Sick Leave section 7.620 (f) for sick leave cash surrender value as it applies to retirement.

(f) Employees intending to retire should notify their department head or City Manager, in writing, of their intent to retire at least three months prior to the date of retirement.

7.620 WORKER'S COMPENSATION BENEFITS.

(a) All employees are covered by worker's compensation. This type of insurance covers employees in case of on-the-job injuries or job-related illnesses. All work related accidents and incidents, whether medical treatment is sought or not, should be reported immediately to the supervisor.

(b) When an employee is absent for one or more days due to an on-the-job accident, the employee is required to file a claim for Worker's Compensation. If the employee files a claim, the City will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of Worker's Compensation benefits.

(c) When the employee receives Worker's Compensation benefits, the employee is required to repay to the City the amount covered by Worker's Compensation and previously advanced by the City. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring that no employee receives more than the employee would have received had the injury not occurred. Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account.

(d) The City will allow an employee injured on-the-job who qualifies and is receiving worker's compensation payments to draw the difference between the worker's compensation check and his normal net rate of pay (less applicable taxes) from his/her accumulated sick leave bank. Upon exhaustion of an employee's sick leave bank, only worker's compensation payments will be provided. Payments shall be based upon the salary at time of injury.

(e) The City may require an examination at its expense, performed by a physician of its choice, to determine when the employee can return to work and if the employee will be capable of performing the duties and responsibilities of the position.

(f) Benefits and Regulations: The City of Dowagiac follows strict worker's compensation guidelines as set forth by Michigan State law in handling all workers' compensation cases. The law sets forth very specific limitations on filing claims, which makes it imperative that an on-the-job injury be reported immediately to the supervisor.

1. There is a seven (7) calendar day waiting period before eligibility for reimbursement for lost time.

2. If the disability extends over fourteen (14) days, the initial fourteen (14) calendar days will be paid.

3. Payment for lost time is approximately 80% of regular, after-tax wages. The maximum payment allowed is regulated by State and Federal legislation.

4. The employee's medical bills are covered by workman's compensation based on the

Michigan C Schedule (Reasonable & Customary rates for Michigan providers).

7.630 LIFE INSURANCE.

The City currently provides regular full-time employees life insurance with accidental death and dismemberment protection equal to two times their annual base wage. Terms and provisions of the life insurance policy may be changed or eliminated at any time.

7.640 MEDICAL/DENTAL BENEFITS.

(a) Regular full-time employees are eligible to participate in the City's health (medical and dental) insurance program. The program and criteria for eligibility will be explained upon hire. Enrollment times may vary as determined by collective bargaining agreement, contract or non-union status. The City reserves the right to amend the health plan, and make changes in the carriers and provisions, including applicable premium co-pays, of this program when deemed necessary or advisable.

(b) Employees seeking an approved, non-Family & Medical leave related, unpaid leave of absence exceeding 30 days may continue health insurance coverage under COBRA continuation rights.

(c) Upon mutual agreement between the employee and the City, and in accordance with the terms and conditions of the insurance policy, the City will continue health insurance coverage at the City's expense during an approved paid leave of absence or Family and Medical Leave of Absence. COBRA continuation rights may apply in the event coverage is not extended through the City.

(d) While an employee is receiving Worker's Compensation benefits, the City will continue to pay the employee's health insurance premiums for up-to 90 days, after which the employee may choose to use their COBRA rights and self-pay insurance premiums.

(e) Employees may voluntarily opt out of the City's medical/dental plan and receive a yearly lump-sum payment in accordance with established City policy 97-A-02 (Non-Participation in City Offered Health/Dental Benefits).

(f) Upon an employee's separation or discharge from City employment, at the employee's option and expense, the employee may elect to continue City health insurance benefits to the extent provided under COBRA. Continuation rights are not available if an employee is terminated for gross misconduct.

7.650 RETIREE BENEFITS.

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

(b) For employees with a hire date prior to October 1, 2015, the City may provide, at the employee's expense, a retiree medical benefits plan for an employee who retires from active employment with the City as an eligible member of the MERS Retirement Plan and receives retirement benefits. The retiree shall have a period of 45 days from and after his/her effective retirement date to elect such coverage. In the event that the retiree fails to elect coverage within this 45 day period, then such

right shall be forever barred.

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

(1) That the City's responsibility for reimbursement shall be limited to a maximum monthly total of $200 of the amount of premium attributable to the retiree only, exclusive of any additional premium charged or chargeable to extend coverage to the retiree's spouse, children or other dependents;

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

(3) In the event the retiree fails or refuses to pay a premium necessary to maintain coverage, such retiree's coverage shall be terminated and the City's responsibility to reimburse shall cease.

(4) Upon the retiree's death, at the survivor's option and expense, the retiree's surviving spouse may elect to continue City health insurance benefits to the extent provided under COBRA.

For retiree's eligible for Medicare, Medicare shall be the primary payor and City insurance shall be the secondary payor. Specific deductibles for group health insurance may vary depending on collective bargaining agreement and Certificates and Riders of coverage.

(c) Municipal Employee's Retirement System

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

7.660 UNEMPLOYMENT COMPENSATION.

City employees may qualify for State Unemployment Compensation after separation from City employment depending on the reason for separation and if certain qualifications are met.

7.670 EDUCATIONAL REIMBURSEMENT.

The Educational Reimbursement Program is available to all regular full-time employees who are actively employed by the City during the complete period of school enrollment. The City will reimburse the cost of tuition for job-related educational courses attended during off-duty hours in accordance with City policy 93-A-02 (Educational Reimbursement Program). Proof of registration, evidence of successful completion with a "C" or better and "Application for Educational Reimbursement" form is required for reimbursement.

7.680 TRAINING POLICY.

The City seeks, within the limits of available resources, to offer training to increase an employee's skills, knowledge and abilities directly related to City employment, to obtain or maintain required licenses and

certifications, and to develop staff resources. Opportunities may include, but are not limited to: on-the-job training, in-house workshops, and seminars sponsored by other agencies or organizations. Training which is required by the City must be approved in advance by the department head and will be paid 100% subject to City policy 92-A-04 (Reimbursement Policy for Travel, Training, and Business-Related Expenditures).

SECTION 8 - LEAVES OF ABSENCE AND TIME OFF

The City has eight (8) different types of leave:

(a) Vacation leave.
(b) Sick leave.
(c) Family & Medical leave.
(d) Leave of Absence without pay.
(e) Jury and Witness leave.
(f) Administrative leave.
(g) Military leave.
(h) Funeral leave.

Requests for any type of leave (except short-term illness of a week or less) shall be made in writing and, whenever possible, at least two (2) weeks prior to taking the leave. However, a leave of absence may be granted by the City Manager if an employee is unable to submit for leave due to illness or other incapacity.

8.705 VACATION.

(a) Vacation leave will begin accrual as of the date the employee enters regular full time employment with the City. On each anniversary date of their hire date, full-time employees will be eligible for vacation pay. Each regular, non-contractual full-time employee is entitled to vacation leave as follows:

Years of Employment	Vacation Hours Earned	Firefighters
1 year	5 days/40 hours	2 24-hour days
2 to 4 years	10 days/80 hours	5 24-hour days
5 to 9 years	15 days/120 hours	7 24-hour days
10 to 14 years	20 days/160 hours	9 24-hour days
15 years	21 days/168 hours	10 24-hour days
16 to 19 years	22 days/176 hours	11 24-hour days
20 + years	25 days/200 hours	12 24-hour days

(b) Each department head is responsible for scheduling his/her employees' vacations without undue disruption of department operations. Leave requests shall be submitted in writing at least two weeks prior to taking vacation leave.

(c) Employees may accumulate vacation time and carry it from one vacation year to the next to a maximum amount equal to five (5) working days (40 hours) or three (3) 24-hour workdays for firefighters. Approval for accumulation for a longer period of time can only be given by the City Manager. Furthermore, an employee with five (5) years or more of service shall have the option of receiving payment in lieu of vacation once per calendar year for up to two (2) weeks of accumulated vacation time. Each employee must take the remainder of vacation leave per year except as hereinafter provided. Payments made in lieu of vacation shall be limited to multiples of full week periods. Upon a written request for payment in lieu of vacation, the City shall make such payment to

the employee requesting same within three (3) weeks, whenever possible. In special circumstances, payments in lieu of vacation in excess of two (2) weeks or for annual vacation leave of less than one (1) week may be granted at the discretion of the City Manager.

If an employee who is eligible for vacation pay resigns after giving two weeks notice or is separated from employment without having received the vacation pay for which he/she is eligible, such employee shall receive, along with his/her final paycheck, the unused vacation for which he/she is qualified and prorated vacation accrued to the date of separation from employment. However, any employee discharged for cause shall not be eligible for any prorated vacation pay.

(d) Vacation time is not to be used as part of an employee's two (2) week notice of resignation unless approved, in advance, by the City Manager.

8.710 SICK LEAVE.

(a) All full-time regular employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment, firefighters shall accrue sick leave at a rate of twenty-four (24) hours per month. Regular part-time, temporary, and seasonal employees do not accrue sick leave benefits.

Employees who are unable to report to work due to illness must notify their department head at least one (1) hour before the scheduled start of the workday if possible. The department head must also be contacted on each additional day of absence, unless, in the case of a foreseeable prolonged absence, other arrangements are made.

(b) Employees accrue but may not use sick leave during their initial 6-month introductory period. Employees do not accrue sick leave benefits during an approved leave of absence without pay.

(c) Sick leave covers those situations in which an employee is absent from work due to:

(1) Physical injury or illness to the employee;

(2) Medical or dental appointments for the employee, dependent child or spouse that is incapacitated due to illness, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;

(3) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;

(4) Use of a prescription drug which impairs job performance or safety;

(5) The need to care for the employee's dependent children under the age of 18 who are ill;

(6) Actual periods of temporary disability associated with pregnancy or childbirth. Amendments to Title VII of the Civil Rights Act of 1964 insure that the City of Dowagiac treat persons affected by pregnancy related conditions the same as persons affected by any other medical conditions. Employees may request additional time off beyond the actual period of disability; vacation leave, compensatory time, or leave without pay under the Family & Medical Leave Act may be granted by the City Manager.

(d) A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs their ability to perform the job.

It is understood that sick leave is intended for legitimate use only. In the event that the pattern of use of sick days gives rise to doubt as to legitimate need and indicates possible abuse, then upon prior notice, the City shall have the right to demand verification by a doctor of the illness causing the absence, if the employee is to receive a paid sick day.

(e) Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their department head's prior written approval, take vacation leave, personal leave, compensatory time, if available, or leave of absence without pay.

(f) Sick leave may be accumulated if not used. In the event that a regular full-time employee retires or dies, sick leave accumulation shall have a cash surrender value in accordance with established City policy 97-A-06 (Sick Leave Payout upon Retirement/Death). For employees hired prior to April 30, 1998, sick leave accumulation shall have a cash surrender value of 80%, to a maximum of one hundred-twenty (120) days; for employees hired after May 1,
1998, sick leave accumulation shall have a cash surrender value of 50%, to a maximum of sixty (60) days.

(g) Restrictions: Paid sick leave will not be allowed:

(1) After the employee has submitted his/her resignation.

(2) For an injury sustained or illness contracted while working for an employer other than the City of Dowagiac. The other employer must provide for compensation for both jobs using the Worker's Compensation Dual Employment Fund.

(3) For an illness or injury resulting from the employee's own misconduct, violation of the law, or willful self-inflicted injuries.

8.715 FAMILY & MEDICAL LEAVE

The Family & Medical Leave act of 1993 requires covered employers to provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons as detailed in the City's administrative policy 95-A-02 (The Family and Medical Leave Act (FMLA) of 1993).

(a) Employees are eligible if they have worked for the City for at least one year, and for at least 1,250 hours over the previous 12 months.

(b) Leave must be granted for any of the following reasons:

(1) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

(2) Because of the placement of a son or daughter with the employee for adoption or foster care.

(3) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.

(4) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

(5) Because of any qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

(6) Service member family leave: Subject to section 2613 of the Family and Medical Leave, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period.

(c) The employee ordinarily must provide 30 days advance written notice when the leave is "foreseeable."

(d) An employee requesting leave for their own or a family member's serious health condition shall be required to provide medical certification.

(e) As required under the FMLA, employees will be required to utilize all of their available sick, vacation, personal and compensatory time, depending on the type of FMLA leave being requested. The Human Resources Office will advise employees of what types of paid leave must be used during FMLA leave, at the time that an employee applies for FMLA leave.

(f) For the duration of FMLA, the employer must maintain the employee's health coverage.

(g) Upon return from FMLA, the employee must be restored to their original or an equivalent position with equivalent pay.

8.720 LEAVE OF ABSENCE WITHOUT PAY.

(a) The City Manager may grant leaves of absence without pay for absence from work not covered by any other type of paid leave or if other paid leave balances are exhausted. Granting of a leave of absence without pay is discretionary and there is no guarantee the employee's position will remain open or any position will be available upon termination of the leave.

(b) Only regular full-time and part-time employees who have satisfactorily completed their introductory period are eligible for a leave of absence without pay. The following requirements apply:

(1) Annually, on a rolling calendar year, leave may be granted to an employee for a period of up to thirty (30) days upon the approval of the City Manager following the formal written request by the Department Head, however, under extenuating circumstances such leave may be extended with written permission from the City Manager.

(2) Accrued compensatory time, if any, sick leave, and vacation leave must be exhausted prior to taking any leave without pay.

(3) In the event that the leave of absence without pay does not qualify as Family and Medical Leave, COBRA continuation of health benefits will apply until the employee returns to work.

See Section 6.540 (b) on Insurance Benefits. Vacation, sick leave and/or any other benefits do not accrue while an employee is on a leave of absence without pay.

(4) An employee who fails to report promptly at the end of the unpaid leave of absence is presumed to have resigned. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal. An employee returning from a temporary disability may, at the City's option, return to the same position or similar position at a comparable rate of pay.

(5) If the leave of absence without pay is due to an illness, the City shall require a doctor's certificate stating that the employee is capable of returning to work and performing the work, duties and responsibilities of the employee's position.

8.725 JURY AND WITNESS LEAVE.

Employees shall be granted time off with pay to serve on a jury or as a court witness on City business. It is the employee's responsibility to provide proof of jury duty attendance. If an employee is summoned during a critical work period, the City may ask the employee to request a waiver from duty.

An employee granted such leave shall reimburse the City for any pay received from court while serving as a juror or witness.

8.730 ADMINISTRATIVE LEAVE.

On a case-by-case basis, the City may place an employee on administrative leave with or without pay for an indefinite period of time, as determined, in writing, by the City Manager to be in the best interests of the City during an investigation or other administrative proceeding.

8.735 MILITARY LEAVE.

Regular full-time employees who are members with active status of an armed forces reserve unit or National Guard shall, at their request, be granted military leave when called to duty. Such leave shall be compensated by the City in an amount equal to the difference between the employee's normal net pay for a period not to exceed two (2) weeks of such leave and the total military pay received for such time period, provided the military pay and allowances are less and the employee furnishes adequate proof of total military pay and allowance for such duty. Employees shall be granted all employment and other rights as provided by Federal and State law.

8.740 FUNERAL LEAVE.

Full-time employees shall receive up to a maximum of three (3) working days off with regular pay for time lost from work to attend the funeral of an immediate family member (see "Definitions" on page 1 for description of immediate family members); firefighters will be excused for one (1) 24-hour workday immediately following the day of death. Employees shall receive up to one (1) working day off with pay for time lost from work to attend the funeral of a niece or nephew. The purpose of this leave is to permit an employee time to make necessary arrangements for and to attend the funeral. Every employee may have up to two (2) hours off with pay to attend as pallbearer at the funeral of a relative or friend, and up to an additional two (2) hours upon written approval by the City Manager. Such pay will not be counted as hours worked for purposes of overtime.

Due to extraordinary circumstances, an employee may request, in writing, up to two (2) additional days off work in case of death of an immediate family member. The additional time off is to be charged against the

employee's vacation or compensatory time bank. The granting or denial of such request shall be at the discretion of the Department Head.

8.745 HOLIDAYS.

All regular full time employees of the City of Dowagiac are eligible for holiday pay after their first day of work. Regular full-time employees will receive eight (8) hours pay for each legal holiday. Firefighters will receive twelve (12) hours of regular pay, whether or not they are scheduled for duty, for each legal holiday.

(a) The following holidays are recognized by the City:

New Years Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Half Day on Christmas Eve
Christmas Day
Half Day on New Years Eve

(b) Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

(c) Eligibility: The employee must have worked his/her last regularly-scheduled working day before and his/her first regularly scheduled working day after the holiday, unless on either or both days he/she is excused from work in advance of such absence, or, in the case of emergency, as soon thereafter as is reasonably possible.

8.750 RELIGIOUS HOLIDAYS.

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with the department head's written approval, take the day off using vacation, compensatory time, or leave without pay.

8.755 PERSONAL DAYS.

Each regular full time employee will be granted their birthday and two (2) personal days off with pay per fiscal year. These are taken at the discretion of the employee after providing advance notice to their Department Head.

(a) A regular full time employee shall become eligible for personal days after successfully completing the introductory period of six (6) months. Upon completion of the introductory period, new employees shall be credited with a number of personal days, prorated from the date of hire to the end of the City's fiscal year (9/30).

(b) The personal days are granted on a fiscal year basis: October 1 to September 30. If not taken within the fiscal year, they will be forfeited.

(c) At the time an employee resigns or is discharged, any personal day(s) not used will be immediately

forfeited.

8.760 PART-TIME EMPLOYEES PAID TIME OFF.

Requirements: Each regular part-time employee working a minimum of 25 scheduled hours per week will be eligible for 8 paid holidays and 1 personal day.

(a) Each regular part-time employee is eligible for holiday pay after completion of the 6-month introductory period.

Part-time employees will be paid for the following holidays:

New Years Day	Independence Day
President's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
1 "Floating" Personal Day	

(b) Paid time off will be based upon normally scheduled hours only. If your normal schedule is 5 hours a day you will receive 5 hours of holiday pay; if your normal schedule is 6 hours per day you will receive 6 hours of holiday pay.

(c) Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

(d) The personal day may be taken at the employee's discretion subject to approval by the department head. Requests for any type of leave (except short term illness) shall be made in writing, and whenever possible, at least two (2) weeks prior to taking the leave.

(e) The personal days are granted on a fiscal year basis: October 1 to September 30. If not taken within the fiscal year, they will be forfeited.

(f) Eligibility: The employee must have worked his/her last regularly scheduled working day before and his/her first regularly scheduled day after the holiday, unless on either or both days he/she is excused from work in advance of such absence, or, in case of emergency, as soon thereafter as is reasonably possible.

SECTION 9 - EMPLOYEE RESPONSIBILITIES AND CONDUCT

9.805 GENERAL POLICY.

(a) The safety and welfare of the community's citizens shall at all times be held as a central mission of government. All City employees are expected to represent the City in a professional manner which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as established by their job description and department head.

(b) Since the City is no more or less than the sum total of efforts by its employees, the City depends on each employee's on-going job performance, professional conduct and behavior. Therefore, the City has established certain minimum standards of personal conduct. Among the City's expectations are: Basic tact and courtesy towards the public and fellow employees; adherence to City policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; the

preservation and protection of the City's equipment, grounds, facilities and resources; and the provision of orderly and cost-effective services to citizens.

9.810 NON-DISCLOSURE.

(a) Most City records are subject to public inspection. However, employees should exercise discretion when discussing certain sensitive activities or in discussing the City's dealings with citizens, other governmental units or businesses.

(b) Employees who improperly use or disclose sensitive information will be subject to disciplinary action, up to and including discharge from employment, even if they do not actually benefit from the disclosed information.

9.815 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST.

(a) Employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict, as determined by the City Manager, with the best interests of the City or interfere with the employee's ability to perform the assigned City job. Examples include, but are not limited to, outside employment which:

(1) prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;

(2) is conducted during the employee's work hours;

(3) utilizes City telephones, computers, supplies, or any other resources, facilities or equipment;

(4) may reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

(b) An employee who chooses to have an additional job, contractual commitment or self-employment, shall do so in compliance with established City Ordinance (Dowagiac City Code; Chapter 1, Article IV, Section 2-88, Conflicts of Interest).

9.820 POLITICAL ACTIVITIES.

(a) City employees may participate in political or partisan activities of their choosing provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees or their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities.

(b) Any City employee who meets with or is observed by the public or otherwise represents the City to the public, while performing his/her regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, a contribution for a partisan political cause.

(c) Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendment Rights.

9.825 NO SMOKING POLICY.

For health and safety considerations, the City prohibits smoking by employees in all City facilities except in designated smoking areas as established by the City Manager.

9.830 USE OF CITY EQUIPMENT.

Use of City phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited. Other City equipment, including vehicles, should be used by employees for City business only. An employees' misuse of City services, telephones, vehicles, equipment or supplies may result in disciplinary action up to and including discharge from employment.

9.835 USE OF CITY CREDIT.

Use of City credit, including credit cards and credit accounts, is to be utilized for City business only. The purchase of items for personal use through the City is strictly prohibited and shall result in disciplinary action up to and including separation from employment.

9.840 BULLETIN BOARDS.

Information of special interest to all employees is posted regularly on the City bulletin boards. Employees may not post any information on these bulletin boards without the authorization of the City Clerk.

9.845 SOLICITATIONS.

To avoid disruption of work time, the following rules apply to solicitation and distribution of literature on City property:

1. Outsiders: Persons not employed by the City may not solicit or distribute literature without prior written approval of the City Manager.

2. Employees of the City of Dowagiac: Employees may not distribute literature, at any time, for any purpose, in working areas or during work time. Working areas are all areas in a building except employee break/lunch rooms and parking areas. Working time does not include off duty periods, such as break periods or meal times.

9.850 CONTACTS WITH NEWS MEDIA.

The City Manager, or department heads authorized by the City Manager, shall be responsible for all official contacts with the news media during working hours, including the answering of questions from the media.

9.855 SEAT BELT POLICY.

Anyone operating or riding in City vehicles must wear seat belts and/or shoulder harnesses, as applicable, at all times.

9.860 DRIVER'S LICENSE REQUIREMENTS.

(a) As part of the requirements for certain specific City positions, an employee may be required to hold a valid State Driver's license with appropriate CDL endorsements, when applicable.

(b) If an employee's license is revoked, suspended or lost, or is in any other way not current, valid and in the employee's possession, the employee shall promptly notify the department head and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to the department head.

(c) Depending on the duration of license suspension, revocation or other inability to drive, an employee may be removed from his/her position and, if available, placed in a position for which they are qualified; the rate of pay will change to the rate of pay for the position transferred into. If no such position is available, the employee may be discharged for their inability to meet the minimum requirements of the position.

9.865 SAFETY.

(a) Every employee is responsible for maintaining a safe work environment and following the City's safety rules. Negligence in the adherence to on-the-job safety standards will be considered grounds for discipline up to and including discharge from employment. Each employee shall promptly report all unsafe or potentially hazardous conditions to the department head. The department head will notify, in writing, Safety Committee Chairperson of said condition. The City will make every effort to remedy problems as quickly as possible.

(b) In case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify their department head.

9.870 DRUG-FREE WORKPLACE.

The City shall discipline, up to and including discharge from employment, any employee for unauthorized possession, distribution, manufacture, or use of alcohol, drugs or other controlled substances during work hours. The City may also discipline or discharge an employee who exhibits an on-going dependence on alcohol, drugs or other controlled substances which, in the City's opinion, impairs the employee's work performance, poses a threat to the public confidence, or is a safety risk to the City or others. The City is committed to supporting employees who undergo treatment and rehabilitation for alcohol or other chemical dependency.

(a) Employees who voluntarily report an alcohol, drug or controlled substance dependency problem will not be subject to discharge provided disciplinary provisions of this manual have not been violated. Employees who voluntarily seek treatment may use sick leave to attend a bona fide treatment or counseling program. The City may condition continued employment on the employee's successful completion of treatment or counseling programs along with the future avoidance of alcohol, drugs or other controlled substances.

(b) An employee may be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that the employee is impaired due to current intoxication, drug or controlled substance use. Refusal to submit to testing, when requested, may result in immediate disciplinary action, up to and including separation from employment.

(c) Employees using any prescription or over the counter drugs which might impair their work performance should notify their department head. At the option of the department head, an employee may be reassigned to more appropriate duty or be placed on sick leave if impaired work performance might pose a threat to the public confidence or to the safety of the employee or others.

(d) Employees who are required to maintain a Commercial Driver's License (CDL) are subject to

random drug testing as required by the Federal government in conformance with adopted City policy 96-A-02 (Anti-Drug and Alcohol Abuse Policy).

9.875 GRIEVANCE RESOLUTION PROCEDURES.

City administration has an "open door" policy and employees are encouraged to discuss concerns or suggestions with appropriate administrators at any time during regular business hours. The City also recognizes that sometimes situations arise in which an employee feels that he/she has not been treated fairly or in accordance with City rules and procedures. For this reason the City provides its employees with procedures for resolving grievances. All complaints and grievances which any employee of the City may have should be resolved as follows:

(a) Step 1: Recourse to the immediate supervisor: An employee should first try to resolve any problem or concern with his/her immediate supervisor.

(b) Step 2: Recourse to the Department Head: When normal communication between an employee and his/her supervisor is not successful, or when an employee disagrees with the application of City policies and procedures, the employee should attempt to resolve the problem with the department head. The department head will respond to the employee in writing within five (5) working days after meeting with the employee, if possible.

(c) Step 3: Recourse to the Human Resources Coordinator: If the employee is not satisfied with the response from the department head, the employee is encouraged to bring the problem to the Human Resources Coordinator. The grievance should contain:

(1) A description of the problem;

(2) A specific policy or procedure which the employee believes has been violated or misapplied;

(3) The date of the circumstances leading to the grievance or the date when the employee first became aware of such circumstances;

(4) The remedy sought by the employee to resolve the complaint.

(5) The Human Resources Coordinator will meet with the parties, either individually or jointly, and will respond in writing to the aggrieved employee within five (5) working days of the meeting.

(d) Step 4: Recourse to the City Manager: If the employee is not satisfied with the response from the Human Resources Coordinator, the employee may request a meeting with the City Manager. All information from prior meetings will be submitted to the City Manager for review prior to meeting with the employee. The City Manager will respond, in writing, to the employee within five (5) working days of the meeting. The City Manager's response and decision shall be final and binding.

Certain employees may have more than one source of dispute resolution rights, i.e., a collective bargaining agreement, as well as this complaint process. Employees represented by a bargaining unit should follow grievance procedures set out in their respective labor contracts. In all other cases, the procedures described in this section shall govern.

(e) Grievance Resolution Procedures are applicable to current employee problem resolution and cannot be used to grieve employment discharge.

9.880 VIOLENCE IN THE WORKPLACE

The City strongly believes that all employees should be treated with dignity and respect. Any instances of violence must be reported to the employee's Department Head and/or the Human Resources Department. All complaints will be fully investigated.

Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated. Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported immediately to a supervisor, a department head or Human Resources. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Human Resource Department of any protective order or restraining order that they have obtained that lists the workplace as a protected area.

The City will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. The City of Dowagiac will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, the City may suspend employees suspected of workplace violence or threats of violence or, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The City of Dowagiac encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. The City will not discipline employees for raising such concerns.

SECTION 10 - DISCIPLINE AND DISCHARGE

10.910 DISCIPLINE.

(a) All employees are expected to exercise good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient and economic delivery of services to the citizens of the City. Disciplinary action does not change the employee's at-will status. Disciplinary action is not only intended to deter and/or punish unwanted behavior, but also to provide impetus for improvement.

Employees will be given written documentation by their department head at the time of a verbal or written warning due to disciplinary action. This documentation will state the problem and include the desired objectives or changes in behavior required. Failure to achieve satisfactory improvement may result in further disciplinary action, up to and including separation from employment.

(b) The City Manager or department head, as appropriate, has full discretion and authority to impose disciplinary action in accordance with the circumstances of the particular case.

(c) Acts, errors or omissions which discredit the public service or impair the provision of orderly services to the citizens of the City may result in discipline, up to and including separation from employment.

(d) The following list is not all-inclusive, but only serves as a general guide for discipline. Certain actions

or offenses are not appropriate for progressive discipline and may warrant immediate suspension or discharge. The City shall have the right to discipline, up to and including discharge, an employee for other reasons not stated below.

(e) The City reserves the right, at its sole discretion, to implement appropriate discipline or discharge at the level below that is warranted. In the event that progressive discipline is necessary, the following types of disciplinary actions may be used, depending on the particular situation:

(1) Verbal Warning. A verbal warning is a counseling session between the employee's supervisor and the employee on the subject of the employee's conduct and performance, or their failure to observe a rule, regulation, or administrative instruction. It is intended to increase an employee's efficiency and value to the City by changing the employee's conduct, attitude, habits, or work methods. This warning will state the problem and include the desired objectives or changes in behavior required. Following the counseling session the supervisor shall document the verbal warning and procure proper signatures (employee signature, department head signature, and/or City Manager signature). Failure to achieve satisfactory improvement may result in further disciplinary action, up to and including discharge from employment.

Examples of verbal warnings shall include:

- Excessive absenteeism.
- Unsatisfactory job performance.
- Smoking in unauthorized areas.
- Discourtesy to other employees or the public while on the job.
- A continuous negative or unconstructive attitude.

For an employee to be subject to dismissal, three (3) warnings must generate from causes of a similar nature. However, four (4) warnings of any type, for any reason, within a 365 day period shall cause an employee to be subject to discharge.

(2) Written Warning (reprimand). A written warning is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written warnings are to be signed by the department head or the City Manager and the employee; and placed in the employee's personnel file. This warning will state the problem and include the desired objectives or changes in behavior required. The employee will be offered the opportunity to respond, in writing, to the reprimand. Should the employee refuse to sign the reprimand, a witness (Human Resources, City Manager or Department Head) will be called to witness the refusal to sign. Refusal to sign does not cancel the written warning. Failure to achieve satisfactory improvement may result in further disciplinary action, up to and including discharge from employment.

Examples of written warnings shall include:

- Disregard for a verbal warning received of a similar nature.
- Disorderly, rude or unbecoming behavior.
- Making false or malicious statements about other employees or the public while on the job.
- Dishonesty.
- Failure to attend training session's necessary to maintain required job certifications.
- Habitual absenteeism.

- Failure to use equipment safely; willful or careless disregard of safety rules and regulations.

An employee shall be subject to dismissal if two (2) written warnings of a similar nature are received within a 365 day period.

(3) Suspension. A suspension is an unpaid absence from duty which may be imposed as a penalty for significant misconduct warranting immediate suspension with review pending possible discharge from employment, or repeated lesser infractions for which verbal and written warnings have not proven to be effective. A suspension is a severe disciplinary action which is made part of the employee's permanent record. An employee may be suspended at the discretion of the department head (subject to approval by the City Manager) without pay for a period not to exceed thirty (30) days. At the time of suspension, the department head must give the employee a written notice of suspension, including the reasons therefor. This warning will state the problem and any prior warnings received, if applicable. The employee will be offered the opportunity to respond, in writing, to the suspension.

Examples of violations that may cause immediate suspension include:

- Receipt of three (3) warnings (verbal or written) with a 365 day period.
- Drinking alcohol, being under the influence of alcohol or the unauthorized use of controlled substances while on the job.
- Gross neglect of a duty; or, violation of a lawful duty.
- Falsification of records, including payroll records.
- Theft of employee or City property; intentional destruction or misuse of property.
- Provoking, threatening or engaging in violence during work hours.
- Unauthorized possession of dangerous materials, such as firearms or explosives, on City property.
- Insubordination or other disrespectful conduct.
- Inability, refusal or failure to perform duties of the assigned job.
- Conviction of a felony.
- Absence of more than three (3) consecutive days from work without first notifying and securing permission from the department head.
- Acceptance of inappropriate fees, gratuities or other valuable items in the performance of the employee's official duties for the City.

(f) Suspensions with or without pay, where the employee is placed on administrative leave, may be utilized by the City Manager pending the results of an investigation or disciplinary action where the City Manager determines that factors such as public confidence, the safety of the employee or the efficient functioning of the City call for such a suspension.

10.920 DISMISSAL.

Dismissals are discharges or separations made for misconduct, inefficiency, or other appropriate reason. A department head may dismiss any employee, subject to prior approval by the City Manager, but at the time of the dismissal must give the employee a written notice of dismissal, including the reasons therefor.

An employee may be discharged from City employment for any of the reasons listed below. This list is not all-inclusive. Employees are at-will and may be terminated at any time without cause.

(1) During or at the conclusion of the employee's introductory period, for any reason.

(2) Due to loss of skills, licenses, certifications or other conditions which would make the employee unfit or unqualified for service.

(3) When the City Council or City Manager has made a determination that a lack of work or funding exists with respect to the employee's position.

(4) If the employee has a physical or mental impairment that prevents the employee from performing the required duties of the employee's position and the employee cannot be reasonably accommodated. Dismissal must be supported by medical evidence which establishes that the individual is unable to perform bona fide job requirements. The City shall require an examination at its expense performed by a physician of its choice. Failure to submit to such request may result in discharge from employment.

(5) As a result of disciplinary action, including employees who receive four (4) verbal or written warnings and/or suspension, for any reason, within a 365 day period.

(6) If the employee exhibits behavior that, as determined by the City Manager, is serious enough to justify discharge from employment without going through progressive discipline.

(7) Whenever the City Manager determines to make changes deemed to be in the best interest of the City, such as but not limited to reorganization, privatization, etc.

10.930 LAYOFF.

(a) The City Manager may lay off employees for lack of work, budgetary restrictions, or any other organizational changes or circumstances. Layoff and recall decisions are discretionary and subject to the needs of the city.

(b) Temporary employees or employees who have not completed their introductory period are subject to lay-off in advance of regular employees holding similar positions within the same department.

(c) When it is necessary to reduce the number of employees on the City payroll, the following factors will be used in determining the order in which employees should be released:

(1) Consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal;

(2) The advisability of demoting employees in higher classifications to lower classifications for which they are qualified and laying-off of those in lower classifications will be considered;

(3) All other things being equal, consideration will be given to the employee's length of service to the City in determining layoffs.

(c) Employees who are laid off may apply for any vacancy for which they are qualified.

10.940 RESIGNATION.

An employee should provide, whenever possible, no less than two (2) week notice of resignation. All resignations must be in writing and submitted to the department head. The time limit may be waived by the employee's department head or the City Manager.

10.950 DEATH.

Upon the death of an employee, all compensation due shall be paid to the designated beneficiary or, failing designation, to the estate of the employee.

DISCRIMINATION/HARASSMENT COMPLAINT FORM

Name: _____

Department: _____

Supervisor: _____

Describe the incident(s) in detail including the date(s) and time(s) when the incident occurred; the identity of the individual who committed the act of harassment and/or discrimination; the approximate time(s) when the incident occurred; the acts which you believe constituted unlawful discrimination and/or sexual harassment, including any verbal acts; your response or reaction; the names of all known or suspected witnesses; and any other details which will assist management in its investigation of this incident (attach a separate sheet if necessary):

_____

_____

_____

Have you reported this incident to your supervisor or anyone else at ___? Who/When?

_____

Have you been subject to similar acts of harassment and/or discrimination by the same employee(s) in the past? Describe: _____

_____

If so, did you report the prior incident(s) and to whom? _____

_____

If you did not file a report, please describe the prior incident(s), including the specific details set forth above:

_____

_____

What would you like done to address this matter? _____

_____

_____

Employee's Signature Date

EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about the City, and I understand that I should consult the Human Resources Office regarding any questions not answered in the handbook. I have entered into my employment relationship with the City voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the City can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable Federal or State law, written contract or a bargaining unit agreement.

I further acknowledge that no representations or promises have been made to and/or relied upon by me regarding either the duration of my employment or that my employment may not be terminated at-will.

Since the information, policies, and benefits described here are subject to change, I acknowledge that revisions to the handbook may occur, except to the City's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Council has the ability to adopt any revisions to the policies in this handbook.

The rules shall apply to all employees in City service, except as may be specifically modified or otherwise governed by City Council--approved contracts, collective bargaining agreements and memoranda of agreement, the City Charter and City Ordinances, which take precedence over these rules and policies in case of conflict. Where no conflict exists, the provisions of this handbook will apply.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the City Council.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

_____ _____

Employee Signature Date

_____

Employee Name (Printed)

MEMO

TO: **Mayor and Council Members**

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

DATE: **October 26, 2015**

RE: **Property Purchase – 204 Commercial Street**

Over the past 20 years the City has consistently worked on a number of redevelopment projects that have helped make for an economically viable downtown. The downtown streetscape project, building improvement grants, rehabilitating of what is now the Woodfire building and participating in the rental rehabilitation program are but a few of the projects initiated by the City. The City is also in the midst of an update to the Downtown Master Plan that seeks to continue to redevelop the downtown.

The property at 204 Commercial Street is consistent with long-term redevelopment opportunities for the downtown.

The terms of the purchase agreement are:

- Purchase price: $105,000

RECOMMENDATION

Approve resolution to purchase the property at 204 Commercial Street.

Resolution #3
October 26, 2015

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

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

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

WHEREAS, the City negotiated purchase price is consistent with the sales price of other similar properties in downtown, and;

WHEREAS, the City Manager has negotiated a purchase agreement, subject to City Council approval, of $105,000 for purchase of the property located at 204 Commercial Street that would accommodate said development.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize the City Manager to execute the purchase of said property.

ADOPTED/REJECTED

CONTRACT OF SALE AND PURCHASE

THIS CONTRACT OF SALE AND PURCHASE (this "Agreement") is made and entered into effective as of 9/18, 2015 (the "Effective Date"), by Joan E. Westrate ("Seller"), and **CITY OF DOWAGIAC**, a Michigan municipal corporation ("Buyer").

WITNESSETH:

In consideration of the mutual covenants and agreements set forth below to be kept and performed, the sum of Ten Dollars ($10.00), and other good and valuable consideration passing between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree that Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property described below for the price and upon the terms and conditions specified below:

1. **THE PROPERTY.** Seller agrees to sell, convey, assign, transfer and deliver to Buyer and Buyer agrees to purchase, acquire and take from Seller that certain real property located in Cass County, 204 Commercial Street, Dowagiac, Michigan 49047, measuring approximately ±.??? total acres as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all of Seller's rights, title, and interests in and to any strips or gores of real estate adjoining such tracts; and together with any and all other improvements, tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining including, but not limited to, all rights, title and interests of Seller in and to adjacent streets, alleys, easements and rights-of-way, and all buildings, structures, fixtures and other improvements situated thereon (collectively, the "Property").

2. **PURCHASE PRICE; EARNEST MONEY; CLOSING AGENT.** The total purchase price (the "Purchase Price") for the Property shall be One Hundred Five Thousand and 00/100 Dollars ($105,000.00). The Purchase Price shall be paid by Buyer by wire transfer or in certified funds at Closing (as hereinafter defined), after (a) crediting to Buyer the amount of One Thousand and 00/100 Dollars ($1,000.00) (the "Earnest Money") delivered by Buyer to the Closing Agent (as hereinafter defined) within three (3) days after the Effective Date, which Closing Agent shall hold in accordance with the terms of this Agreement, and (b) applying such other prorations, credits, and adjustments as set forth herein. The closing agent hereunder shall be Meridian Title Corporation, 107 Commercial Street, Dowagiac, MI 49047, (269) 783-1073 phone, (the "Closing Agent"). If Buyer purchases the Property pursuant to the terms hereof, on the Closing Date the Earnest Money held by Closing Agent will be applied as part payment of the Purchase Price. Otherwise, subject in any event to the terms and provisions herein regarding refund or other disbursement of the Earnest Money, the Earnest Money shall be non-refundable and shall be paid to Seller. The Earnest Money is to be deposited by Closing Agent in an interest bearing account; all interest earned shall be the property of the party entitled to receive the Earnest Money pursuant to the terms of this Agreement.

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3. **TITLE AND SURVEY; LEGAL DESCRIPTION.** On the Effective Date, Seller shall order from the Closing Agent an Owner's Title Insurance Commitment ("Commitment") obligating a title insurance company to issue to Buyer at Closing an Owner's Policy of Title Insurance ("Title Policy") in the full amount of the Purchase Price, without standard exceptions (or with extended coverage – as may be applicable), which Commitment shall show good and indefeasible fee simple title in Seller and all encumbrances and other matters, if any, relating to the Property, together with true, correct and legible copies of each document referred to in the Commitment. The Commitment and copies of all title documents referenced in the Commitment shall be delivered to Buyer within ten (10) days after the Effective Date hereof, or longer as may be determined by the Closing Agent. The cost of the Commitment and Title Policy shall be borne by Seller. Within three (3) business days prior to Closing, Seller shall cause the Closing Agent to again furnish Buyer a Commitment covering the Property. Said Commitment shall contain only the Permitted Exceptions (as defined below); and, subject to Paragraph 11 below, any exceptions stated therein other than the Permitted Exceptions shall be disposed of and cured by Seller prior to Closing.

Within a reasonable time period after the Effective Date, Buyer shall order an updated survey of the Property (the "Survey"). The Survey will be sufficient to cause the Closing Agent to delete the standard exceptions from the Owner's Policy of Title Insurance or otherwise permit the issuance of the Owner's Policy of Title Insurance with extended coverage. If the Survey reveals any matter which is unacceptable to Buyer and/or if the Commitment fails to show good and indefeasible fee simple title to the Property to be in Seller (except for Permitted Exceptions), then Buyer may object in the manner set forth in Paragraph 11 below on or before the expiration of the Inspection Period (as defined below). It is expressly understood and agreed that Seller shall use reasonable efforts to cure any such objections. Provided there are no material discrepancies between the legal description shown on the Survey and the legal description contained in Seller's vesting deed; then, in such event, Seller and Buyer hereby agree that the legal description to be attached to the deed at Closing shall be based upon the Survey.

4. **DOCUMENTS/DUE DILIGENCE INFORMATION.** Within five (5) days after the Effective Date, Seller shall, to the extent not already delivered, deliver to Buyer copies of the following documents that are in Seller's possession and/or control (collectively, the "Property Documents"):

(a) All boundary, topographic or other surveys of the Property, site-plans and all environmental studies or similar reports on the Property (including, but not limited to, any Phase I and Phase II Environmental Studies);

(b) All vesting deeds for the Property into Seller;

(c) All title insurance commitments and policies on the Property;

(d) Copies of all real estate tax bills for the current year and two prior years;

(e) All engineering and technical reports in the possession of Seller relating to the Property including, but not limited to, archeological surveys, geotechnical studies,

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soil compaction reports, wetlands reports, soils reports, assessments and certifications, and any utilities surveys or drawings;

(f) Any agreement, order or other instrument, if any, which is applicable to the Property and will survive Closing that is not recorded in the Recorder's Office, Clerk of Court's Office, or other local registry;

(g) All leases or occupancy agreements, if any, affecting the Property;

(h) All service contracts, if any, that will remain in effect after the Closing Date; and

(i) All notices, correspondences, contracts and agreements with any governmental entity, agency or authority or utility company or district or adjacent land owner pertaining to the Property, if any.

For purposes hereof, a document is considered to be in Seller's possession if the same is in the possession of Seller, its agents or representatives.

The Inspection Period shall be extended automatically one day for every day after the expiration of the above-described 5-day period that Seller fails to deliver the Property Documents to Buyer.

5. **INSPECTION OF PROPERTY.** Buyer shall have a period of thirty (30) days after the Effective Date (the "Inspection Period") to make all inspections Buyer may deem necessary to determine if the Property is satisfactory for its needs, including without limitation title searches, land surveys, geotechnical surveys, archeological surveys, soil tests, and environmental assessments of the Property (*e.g.*, without limitation, Phase I and Phase II Environmental Studies). Notwithstanding the foregoing provisions of this Paragraph 5, in the event that Buyer, exercising its sole and absolute discretion, shall determine within said Inspection Period that the Property is not suitable or satisfactory for any reason or no reason, Buyer shall have the right to terminate this Agreement by notifying Seller and Closing Agent in writing prior to the expiration of the Inspection Period. In such event, this Agreement shall be deemed automatically null and void effective as of the date of Buyer's termination notice to Seller, and thereafter neither party shall have any liability hereunder, except as expressly set forth herein to the contrary.

Seller agrees that Buyer, Buyer's agents, contractors and employees shall have the right to enter upon the Property during normal business hours to conduct such inspections, tests and studies as Buyer may deem necessary, provided:

(a) Such inspections, tests and studies shall not materially damage the Property other than normal wear and tear; and

(b) Buyer shall leave the Property in at least the same condition as it was prior to entry onto the Property by Buyer or its agents, contractors or employees; or, in the event of any damage to the Property caused by Buyer's agents, contractors or employees (other than reasonable wear and tear), Buyer shall immediately repair

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and restore the Property to its prior condition. Buyer agrees to indemnify and hold harmless Seller against and from any actual material loss arising from any personal injury and/or damage to the Property or the property of any third party to the extent directly caused by the gross negligence or willful misconduct of Buyer or its employees, agents or contractors. The provisions of this Paragraph 5 shall survive any early termination of this Agreement and the Closing of the transaction contemplated hereunder, and shall not merge with the delivery of the warranty deed and related documents hereunder.

6. **SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.** To induce Buyer to enter into this Agreement and to purchase the Property, Seller makes the following covenants, representations and warranties:

(a) The Property is owned beneficially and of record by Seller and Seller has full capacity, power and authority to convey the Property to Buyer in accordance with the terms and conditions of this Agreement, without the necessity of obtaining any consents or approvals of, or the taking of any other action with respect to, any third parties; and the person signing on behalf of Seller has full authority to execute this Agreement on behalf of Seller, and to bind Seller to all the terms and obligations herein;

(b) Seller holds good and indefeasible fee simple title to the Property, and said title is free and clear of all mechanic's liens, liens, mortgages, or encumbrances of any nature (except for Permitted Exceptions or liens, mortgages or encumbrances that will be released on or before Closing), and no work has been performed or is in progress by Seller, and no materials have been furnished to the Property or any portion thereof, which might give rise to mechanic's, materialman's or other liens against the Property or any portion thereof;

(c) No portion of the Property is, or as of the Closing Date will be, affected by any general, special, or other assessments which remain unpaid or which constitute or which could mature into a lien on the Property, excluding current year ad valorem property taxes levied by all applicable taxing authorities, and Seller has not received notice of any general, special, or other assessment affecting the Property;

(d) Seller has not received any notice of any special assessments or condemnation or eminent domain proceedings pending or threatened which would affect the Property or any part thereof;

(e) Seller has not received any notice of any actions, suits or proceedings (including condemnation proceedings) pending or, to the best of Seller's knowledge, threatened, against Seller or the Property (or any portion thereof) which could adversely affect the Property or any part thereof or Seller's ability to perform hereunder, including, without limitation, actions, suits or proceedings which question the compliance of the Property with any applicable rules, ordinances, laws and regulations affecting the Property;

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(f) There are no contracts of sale, leases, options to purchase, rights of first refusal or other agreements (other than Permitted Exceptions) which affect the Property and will survive Closing;

(g) Neither the execution and delivery of this Agreement, the consummation of the transaction herein contemplated, nor the compliance with the terms, conditions and provisions hereof by Seller will conflict with, or result in a breach of, any of the terms, conditions or provisions of any agreement, order or other instrument to which Seller is a party or by which Seller or the Property is bound;

(h) The Property has not previously been used as a landfill or as a dump for garbage or refuse, or as a site where Hazardous Materials (as hereinafter defined) have been generated, stored, disposed of or treated. For purposes hereof, "Hazardous Material(s)" shall include, without limitation, any flammable explosives, radioactive materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, and in any regulations adopted and publications promulgated pursuant thereto, and in any other federal, state or local environmental laws, ordinances, rules or regulations (collectively, the "Applicable Environmental Laws"). Seller has not received any notice that the Property has been identified by any federal, state or local agency as a site requiring environmental investigation or clean up or that a neighboring property has been used in the generation, storage or disposal of Hazardous Materials; and neither the Property nor Seller are currently in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any Applicable Environmental Laws. Furthermore, there are no underground Hazardous Materials or petroleum products storage tanks located on or under the Property. Seller hereby represents and warrants as of the Effective Date that Seller has not received any notice that the Property does not comply with any Applicable Environmental Laws;

(i) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property; and

(j) As long as this Agreement remains in full force and effect Seller will not lease, mortgage or convey any portion of the Property, or any rights therein, nor enter into any easements, restrictions, liens, assessments, encumbrances or other agreements, or amendments thereto, with respect to the Property or any part thereof, nor alter the physical condition of the Property, nor remove any trees, without the prior written consent and approval of Buyer.

The continued validity in all respects of the representations, warranties and covenants set forth in the above paragraphs, both as of the Effective Date and Closing Date, shall be a condition precedent to Buyer's obligations hereunder. All representations, warranties and

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covenants contained in this Agreement shall be deemed remade as of the Closing Date and shall survive Closing. In the event any of the above representations, warranties and covenants are breached, Buyer shall have all remedies that are provided in Paragraphs 16 and 23.

7. **CLOSING AND DELIVERY OF POSSESSION.** The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at any time on or before the fifteenth (15th) day following the expiration of the Inspection Period (the "Closing Date"). Closing shall be held at 10:00 a.m., Eastern Standard Time, on the Closing Date at the offices of Closing Agent, or, at Buyer's option (exercisable upon written notice to Seller) at such other place as is reasonably agreed upon in writing by the parties hereto; provided that, the Closing and the delivery of documents to Closing may take place via facsimile (other than any documents to be recorded), email (other than any documents to be recorded), and/or overnight delivery by a nationally recognized courier. Buyer shall provide Seller with no less than five (5) days prior written notice of the proposed Closing Date and time and place of Closing.

At Closing, Buyer shall pay to Seller the Purchase Price as set forth in this Agreement and, simultaneously therewith, Seller shall convey the Property to Buyer in accordance with the terms of this Agreement; provided, however, the Purchase Price shall not be released to Seller until Buyer's closing attorney and/or agent updates title to the Property, confirms that there are no title exceptions except the Permitted Exceptions, and records the deed for the Property.

Buyer shall not take possession of the Property at Closing. Seller shall deliver possession of the Property to Buyer within ninety (90) days following the Closing Date. Seller may not assign or sublease its interest in the Property to any other party. Seller shall comply with federal, state and local all laws, ordinances and regulations during such time. At all times following Closing during which Seller retains possession of the Property:

(a) Seller shall maintain in full force and effect public liability and property damage insurance with respect to the Property, naming Buyer as an additional insured, in which the limits of public liability shall be not less than One Million Dollars ($1,000,000.00) per occurrence, and in which the limit of property damage liability shall not be less than Five Hundred Thousand Dollars ($500,000.00); and

(b) Seller shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Buyer and its subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, and such other entities hereafter referred to collectively as the "Buyer Indemnitees" from and against all liability, losses, claims and demands on account of injury to persons, including death resulting therefrom, damages to property, and injury arising out of the performance, or lack of performance, use of, or bringing into the facility any Hazardous Materials by Seller or any other party, contractor, subcontractor of all tiers performing work or rendering services on behalf of Seller (each, a "Seller Party"), except from and against such claims and demands which arise out of the sole negligence of any one or more of the Buyer Indemnitees. Seller shall, at its own expense, defend any and all actions at law brought against any one or more of the Buyer Indemnitees based thereon and shall pay all attorneys' fees and all other expenses and promptly discharge and judgments arising therefrom.

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8. **CONVEYANCE; CLOSING DOCUMENTS.** At the Closing, Seller shall deliver to Buyer a duly executed and acknowledged warranty deed, in the form acceptable to Buyer in its discretion, conveying good and insurable fee simple title to the Property free and clear of all defects, claims, liens and encumbrances except the Permitted Exceptions.

At Closing, Seller shall also execute and deliver to Buyer the following:

(a) An affidavit reflecting whether Seller is a foreign or non-foreign person in accordance with the provisions of the Internal Revenue Code and Internal Revenue Service Regulations;

(b) An owner's/seller's affidavit reasonably satisfactory to the title insurance company (the "Title Insurer") issuing the Title Policy on the Property to Buyer, in order to delete from the title policy to be issued the standard printed exceptions relating to, *inter alia*, mechanics' liens and parties in possession;

(c) Closing Statement;

(d) A Certificate from Seller certifying that Seller's representations and warranties set forth in Paragraph 6 herein are true as of Closing; and

(e) Such other instruments as are necessary or reasonable to consummate the transaction contemplated by this Agreement, including such documents as are necessary to cause the Title Insurer to issue the Title Policy, insuring, in the full amount of the Purchase Price, that after Closing, Buyer shall be the owner of fee simple title to the Property, subject only to the Permitted Exceptions.

9. **EXPENSES.** In addition to other provisions for the payment of the expenses contained in this Agreement, Seller shall pay for Seller's attorneys' fees, the cost of preparing and recording the warranty deed, the transfer taxes on the warranty deed, the cost of owner's title insurance, and all costs necessary to deliver marketable title to the Property in accordance with the terms of this Agreement. Buyer shall pay for the cost of all inspections and tests on the Property conducted by Buyer or at its request, and Buyer's attorneys' fees and other fees and expenses incurred by Buyer in connection with acquiring the Property.

10. **PRORATIONS.** Subject to the remaining provisions of this Paragraph 10, all taxes (including applicable user fees), assessments and any other expenses or income affecting the Property which accrue during the year of Closing shall be pro-rated as of the Closing Date. Prorated taxes shall be prorated based upon the best information available, including the most recent summer and winter tax bills available for the Property. At Closing, Seller shall pay or credit against the Purchase Price all unpaid real property taxes; all roll-back and delinquent taxes, including penalties and interest; all assessments that are a lien as of the Closing Date; and all agricultural use valuation recoupments and other recoupments for all years prior to the year of Closing. This Paragraph 10 shall survive the Closing of the transaction contemplated hereunder.

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11. **MATTERS TO WHICH THE DEED MAY BE SUBJECT.** The Property is being sold subject to the following Permitted Exceptions, and appropriate provisions shall be contained in the warranty deed and other closing documents from Seller to Buyer making the same subject to the following matters (collectively, the "Permitted Exceptions"):

(a) Subject to the provisions of Paragraph 10 hereof, all real property taxes and assessments which are a lien on the Property, but are not yet due and payable; and

(b) Only those Survey matters, easements, covenants and restrictions of record as of the Effective Date to which Buyer does not object in writing (the "Objection Notice") upon or before expiration of the Inspection Period.

Seller may, but is not obligated to cure said objection(s), and shall give Buyer written notice of its election to cure such objection(s), if any, within five (5) days of receipt of the Objection Notice (the "Objection Response"); provided Seller shall be required to remove and/or satisfy all monetary liens affecting the property, other than taxes not yet due or owing, prior to or at Closing so that the same do not appear on the final Title Policy. In the event that Seller elects not to cure any such objectionable title matters, or the objection(s) are not cured within thirty (30) days of receipt of the Objection Notice, Buyer may, at its option, terminate this Agreement by delivering written notice of such termination (the "Termination Notice") to Seller, in which event the rights and obligations of the parties hereto shall automatically cease and terminate and the Earnest Money shall be refunded to Buyer. Buyer's failure to deliver an Objection Notice and/or Termination Notice shall be conclusive evidence of its waiver of all objection(s) and agreement to accept the status of the title to the Property.

12. **USE OF PURCHASE MONEY TO CLEAR TITLE.** To enable Seller to make the conveyance as herein provided, Seller shall, if not otherwise paid at or prior to Closing, at the time of delivery of the deed, use any portion of the Purchase Price to clear title of any or all encumbrances or interests, provided that all instruments so procured are recorded and filed simultaneously with the delivery of the deed; or in the case of institutional mortgages, provided that arrangements in accordance with customary conveyancing practices are made for a discharge to be promptly procured, recorded or filed after the delivery of the deed. Seller's duty to close this transaction is contingent upon Seller's ability to obtain a partial release of mortgage that releases this Property from a mortgage loan that is larger than can be satisfied from the proceeds of this sale. The ability of Seller to obtain such partial release must be to the mutual satisfaction of Seller and Greenstone Financial Services, the Seller's mortgagee. Seller shall use its best efforts to obtain such partial release in a timely manner. In the event Seller is unable to obtain such partial release within forty-five (45) days of the date of this Agreement, Purchaser may, but is not obligated to, terminate this Agreement and receive a full refund of the deposit.

13. **CONDEMNATION.** If, prior to Closing, Seller receives notice of any eminent domain proceedings or notice of the intention of any governmental or quasi-governmental authority to initiate eminent domain proceedings, or if any such proceedings commence or an actual condemnation or taking of the Property, or any portion thereof, occurs, Seller shall promptly notify Buyer in writing and Buyer, by written notice to Seller within thirty (30) days following receipt of Seller's notice, may elect to either terminate this Agreement, in which event Buyer shall receive a full refund of the Earnest Money and this Agreement shall thereafter be

JW KAA

null, void and of no further effect (subject to Paragraph 24(j)), or continue this Agreement in full force and effect. In the event that Buyer elects to continue this Agreement in full force and effect, Seller shall at Closing assign to Buyer all of its rights in and to any such condemnation awards or proceedings.

14. **CASUALTY.** In the event that the Property is damaged by an earthquake or other casualty prior to the Closing Date, Buyer may elect to terminate this Agreement in which event Buyer shall receive a full refund of the Earnest Money and this Agreement shall thereafter be null, void and of no further effect (subject to Paragraph 24(j)); or if Buyer so elects, Buyer may purchase the Property in its damaged condition.

15. **BROKERS.** Seller and Buyer represent and warrant each to the other that neither Seller nor Buyer has dealt or consulted with any real estate broker in connection with the transaction contemplated by this Agreement other than _____, the broker for Seller. Without limiting the effect of the foregoing, Seller hereby agrees to indemnify and hold Buyer harmless against and from any claim or demand made by any real estate broker or agent claiming to have dealt or consulted with Seller contrary to the foregoing representation. Similarly, Buyer hereby agrees to indemnify and hold Seller harmless against and from any claims or demands made by any real estate broker or agent claiming to have dealt or consulted with Buyer contrary to the foregoing representation.

16. **DEFAULT BY SELLER.** In the event Seller shall fail to perform or comply with any covenant, agreement or condition contained in this Agreement for any reason other than Buyer's default, and fail to cure such breach within five (5) days after written notice thereof, then Seller shall be in default hereunder and Buyer may, at its option:

(a) Terminate this Agreement, by written notice to Seller and Closing Agent, and receive a full refund of the Earnest Money; and/or

(b) Proceed at law and/or in equity to enforce Buyer's rights under this Agreement including, but not limited to, the right to seek specific performance and/or damages.

17. **DEFAULT BY BUYER.** In the event Buyer has not terminated this Agreement in a timely manner as herein expressly provided and thereafter fails to consummate this Agreement for any reason, except for Seller's default and/or the non-fulfillment of any of the Closing conditions set forth herein, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement by written notice to Buyer and Closing Agent and to receive the Earnest Money ("Seller's Liquidated Damages") for Buyer's breach of this Agreement; it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and that Seller's Liquidated Damages represents not a penalty, but a reasonable estimate of such actual damages to Seller. Except as set forth in this Paragraph 17, Seller hereby expressly waives any and all other rights and remedies with respect to a default by Buyer hereunder. The rights of Seller set forth in this Paragraph 17 shall survive any termination of this Agreement.

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18. **TIME.** TIME IS OF THE ESSENCE with respect to each and every provision of this Agreement; provided, however, that if any time period provided for herein shall end on a Saturday, Sunday or legal holiday, such time period shall extend to 5:00 P.M. Eastern Standard Time on the next full business day.

19. **NOTICES.** Any notice, demand or request which may be provided or permitted to be given under this Agreement must be in writing and may be sent either by: (1) hand delivery; (2) facsimile; or (3) by delivery through a nationally recognized overnight courier that can provide written proof of delivery, and addressed as follows, or to such other address as a party may specify by duly given notice:

If intended for Seller:

Joan Westrate
22272 Louisee Drive
Cassopolis, MI 49031

with a copy (which shall not constitute notice hereunder) to:

ATTY. WILLIAM R. LANDGRAF
224 N. 4th Street
P.O. Box 159
Niles, MI 49120

JW KAA

If intended for Buyer:
Kevin Anderson
City of Dowagiac
241 South Front Street
P.O. Box 430
Dowagiac, MI 49047
Direct: (269) 783-2530

with a copy (which shall not constitute notice hereunder) to:

Kotz Sangster Wysocki P.C.
Attn: Mitt S. Drew, Esq.
12 Longmeadow Village Drive
Niles, MI 49120
Direct: (269) 591-6917

Notices, demands and requests, if delivered in the manner aforesaid (unless otherwise specifically provided herein), will be deemed received for all purposes hereunder on the date which is the confirmed date of delivery.

20. **COVENANTS OF SELLER.** Seller hereby covenants with Buyer, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

(a) Seller shall provide Buyer with notice of any violations of any applicable local, state or federal law, municipal ordinance or regulation, order, rule or requirement of any federal, state or municipal department or agency having jurisdiction over or affecting the Property or the construction, management, ownership, maintenance, operation, use, improvement, acquisition or sale thereof, including, without limitation, all health and Applicable Environmental Laws, building laws, regulations and ordinances, and equal access opportunity laws, regulations and ordinances.

(b) Seller covenants and agrees that, as of the Closing Date, the Property will comply with all Applicable Environmental Laws.

(c) Seller will continue to maintain the Property in its present condition and repair, subject to normal wear and tear, in accordance with its past practices.

(d) Seller will not enter into any service contracts which cannot by their express terms be terminated on not more than thirty (30) days' notice and will survive Closing or otherwise affect the use, operation or enjoyment of the Property after Closing, without Buyer's prior written consent.

(e) Seller will not lease, mortgage or convey any portion of the Property, or any rights therein, nor enter into any easements, restrictions, liens, assessments, encumbrances or other agreements, or amendments thereto, with respect to the

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Property or any part thereof, nor alter the physical condition of the Property without the prior written consent and approval of Buyer.

21. **CONDITIONS PRECEDENT TO OBLIGATION OF BUYER.** The obligation of Buyer to consummate the transaction hereunder shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which may be waived by Buyer in its sole discretion:

(a) Seller shall have delivered to Buyer all of the items in Seller's possession required to be delivered to Buyer pursuant to the terms of this Agreement.

(b) All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Effective Date and the Closing Date; and Seller shall not have, on or prior to Closing, failed to meet, comply with or perform in any material respect any condition or agreement as required by the terms of this Agreement.

(c) Seller shall have performed and observed all covenants and agreements of this Agreement to be performed and observed by Seller as of the Closing Date.

(d) There shall have been no material adverse change in the environmental or other physical condition of the Property; in title matters affecting the Property; in the availability of access to and from the Property; in the availability of utilities to the Property; in the zoning of the Property; or in the results of any other due diligence investigation performed by Buyer with respect to the Property from and after the Effective Date through and including the Closing Date.

(e) There shall be no change in the matters reflected in the Commitment, and there shall not exist any encumbrance or title defect affecting the Property not described in the Commitment except for the Permitted Exceptions.

(f) There shall be no material and substantial change in the matters reflected in the Survey, and there shall not exist any easement, right-of-way, encroachment, waterway, pond, flood plain, conflict or protrusion with respect to the Property not shown on the Survey.

(g) No material and substantial adverse physical change shall have occurred with respect to the Property which would in any way affect the findings made in the inspection of the Property.

If any of the contingencies specified in this Paragraph 21 are not satisfied pursuant to the terms thereof, Buyer may, at Buyer's option, terminate this Agreement by written notice sent or delivered to Seller and Closing Agent, whereupon Buyer shall receive a full refund of the Earnest Money and neither party hereto shall have any further rights or obligations hereunder (subject to Paragraph 24(j)). Alternatively, Buyer may, at Buyer's option, waive any of the aforementioned contingencies and proceed with the Closing.

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22. **STANDSTILL.** From and after the Effective Date, and through and including the Closing Date or earlier termination of this Agreement (as applicable), Seller shall not, directly or indirectly, initiate, encourage, pursue, continue, accept or permit any agent, attorney, accountant, or other representative of Seller to discuss, solicit, initiate, encourage, pursue (including the furnishing of any information) or accept any inquiries, discussions, offers or proposals which reasonably could lead to a sale or other disposition of the Property.

23. **INDEMNITY.** Seller hereby indemnifies Buyer against and agrees to defend and hold Buyer harmless from any losses incurred by Buyer as a result of Seller's breach of any representation, covenant or warranty hereof. Furthermore, Seller hereby indemnifies Buyer against and agrees to defend and hold Buyer harmless from all fees, charges, claims, demands, causes of action, and suits of any nature whatsoever arising out of (i) the ownership or operation of the Property prior to the Closing; and (ii) any and all activities related thereto, including, without limitation, any injury to tenants, invitees, licensees, guests, customers or other persons who were injured on the Property prior to Closing. This Paragraph 23 shall survive the Closing of the transaction contemplated hereunder and shall not merge with the delivery of the deed and related documents.

24. **MISCELLANEOUS PROVISIONS.**

(a) Binding Effect. This Agreement and all covenants, terms, conditions, warranties, and undertakings contained herein, and all amendments, modifications and extensions hereof, as applicable, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

(b) Counterparts; Faxed Signatures. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. Signature pages to this Agreement transmitted by e-mail or facsimile for assembly into an integrated document shall operate to bind the party to this Agreement whose signature has been e-mailed or faxed to the other party.

(c) Choice of Law. This Agreement is to be governed by, enforced and construed in accordance with the laws of the state of Michigan regardless of conflict of laws principles.

(d) Assignment. Buyer may not assign its rights and obligations pursuant to this Agreement, in whole or in part, to another party without Seller's consent, not to be unreasonably withheld, conditioned or delayed; provided, however, no such assignment shall relieve Buyer of its obligations hereunder. Seller may not assign its rights and obligations pursuant to this Agreement without Buyer's prior written consent.

(e) Tax Free Exchange. The parties acknowledge that either or both parties hereto may consummate the transaction contemplated by this Agreement through an exchange permitted by Section 1031 of the Internal Revenue Code of 1986, as

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amended. The parties shall reasonably cooperate with one another in accomplishing such exchange(s) and shall execute any and all documents which may be reasonably required to effectuate such exchange(s); provided, however, that neither party shall have an obligation to do anything that would cause it to incur any liability or obligation or to take title to any property other than the Property, and provided further that such exchange(s) shall in no event delay the Closing.

(f) Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer and cannot be varied or modified except by written instrument signed by both parties hereto. The parties further agree that there are no other written or oral agreements, understandings, representations, or warranties which have not been expressly set forth herein.

(g) Attorneys' Fees. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this Agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.

(h) Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of a subsequent breach.

(i) Headings. Headings used hereunder are for convenience only and do not constitute a substantive part of this Agreement.

(j) Survival of Agreement. The warranties, representations and covenants made herein (excluding Closing obligations) shall survive any early termination of this Agreement or the Closing hereof, and shall not merge with the delivery of the deed and related documents.

(k) Interpretation Presumption. The parties represent and warrant to one another that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and that, in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the provision or document.

(l) Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the severance of such illegal, invalid, or unenforceable provision from this Agreement.

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IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date.

SELLER:

Jean Chestnutt 9/18/15

_____

BUYER:

CITY OF DOWAGIAC, a Michigan municipal corporation

By: _____
Name: Kevin P. Anderson
Title: City Manager

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Exhibit A

Liber 00870 Page 0726

STATE OF MICHIGAN Dept of Taxation REAL ESTATE TRANSFER TAX

STATE OF MICHIGAN
COUNTY OF CASS
Recorded

31-04-2003 08:01:16

Ann L. Simons
REGISTER OF DEEDS

QUIT-CLAIM DEED

THIS INDENTURE, made the 25th day of October, 2000, between HERBERT E. PHILLIPSON, JR. and ADA EVA PHILLIPSON, also known as Ada Eve W. Phillipson, his wife, of 502 Sunnyside Drive, Dowagiac, Michigan 49047, the Grantor, and MARK A. WESTRATE and JOAN E. WESTRATE, husband and wife as tenants by the entireties, of 22372 Loupee, Cassopolis, Michigan 49031, the Grantee,

WITNESSETH, That the grantor, for and in consideration of the sum of [redacted] Dollars to them in hand paid by the said grantee does hereby grant and forever QUIT CLAIM unto the said grantee, Mark A. Westrate and Joan E. Westrate, and to their heirs and assigns forever, all the following described premises in the City of Dowagiac, County of Cass, and State of Michigan, more particularly described as follows, to-wit:

Commencing at the Southeasterly corner of Lot 86 in the Original Plat of the City of Dowagiac, according to the recorded plat thereof; thence Northwesterly along the Southwesterly line of said Lot 86, 50.0 feet; thence Northeasterly at right angles to Commercial Street, 110.0 feet; thence Southeasterly parallel with Commercial Street, 50.0 feet; thence Southwesterly along the Southeasterly line of Lots 85 and 86 in the Original Plat of the City of Dowagiac to the point of beginning.

Grantors make no warranties as to acts or omissions of Grantees from and after the 1st day of January, 1984, being the date of a certain Land Contract by and between Grantors as Seller and Grantees as Purchaser.

EXEMPTION IS CLAIMED UNDER MCL 207.526(g). THIS CONVEYANCE IS BEING MADE IN FULFILLMENT OF LAND CONTRACT ENTERED INTO ON THE 1ST DAY OF JANUARY, 1984.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND LIMITATIONS OF RECORD, IF ANY.

Together with all the hereditaments and appurtenances thereunto belonging, TO HAVE AND TO HOLD the said premises to the said grantee, Mark A. Westrate and Joan E. Westrate, and to their heirs and assigns, forever.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter, respectively.

JW KAA

CITY OF DOWAGIAC

MEMO TO: **Mayor and Council Members**

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

DATE: **October 23, 2015**

SUBJECT: **Landfill Monitoring Proposal**

Over the past 6 years the City has been working with the MDEQ to monitor groundwater around the former landfill on Nubour Road, maintain the landfill cover, and provide a public drinking water source to the area. On October 6, 2015 our environmental consultants, GHD, and I met with MDEQ officials to review the next steps in monitoring that are required. The attached proposal from GHD for expanded aquifer sampling activities is enclosed. The proposal outlines the expected activities that are to occur over the next 9-12 months with an expected cost of $146,948.

Information gained from this study will provide the factual basis for any further work that may need to be done in the area.

RECOMMENDATION

Approve the resolution authorizing GHD to monitor the Site.

Resolution #4
October 26, 2015

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

WHEREAS, the City of Dowagiac, in consultation with the professional environmental consulting firm of GHD Services, Inc. and the Michigan Department of Environmental Quality, have determined the need to further investigate potential impacts of the former Dowagiac Landfill on the aquifer near the former landfill, and;

WHEREAS, the City Council has received a Proposal for Professional Monitoring Services relative to the former landfill area with a project budget of $146,948.

NOW, THEREFORE BE IT RESOLVED that the City Manager be and hereby is authorized to execute any and all documents necessary and appropriate to effectuate said agreement so that the work can proceed in a timely manner.

ADOPTED/REJECTED

October 20, 2015 Reference No. 077667

Mr. Kevin Anderson
City of Dowagiac
241 South Front Street
PO Box 430
Dowagiac, Michigan 49047

Dear Mr. Anderson:

Re: Proposal for Professional Services
Groundwater Investigation - Vertical Aquifer Sampling
Former Dowagiac Landfill
Dowagiac, Michigan

GHD Services Inc. (GHD) is pleased to submit this Proposal for Professional Services (Proposal) to the City of Dowagiac (City) to complete groundwater investigation activities associated with the former Dowagiac Landfill site located in Dowagiac, Michigan (Site). The proposed investigation activities presented herein are consistent with the Investigation Work Plan (Work Plan) that was submitted to the Michigan Department of Environmental Quality (MDEQ) by Conestoga-Rovers & Associates (CRA)(currently GHD) on behalf of the City on July 1, 2013, modifications presented to the MDEQ on October 6, 2015, and additional tasks requested by the City.

1. Background

The Site comprises approximately 67 acres of land, a portion of which was operated as a landfill from approximately March 1959 to March 1984. The former landfill footprint comprises approximately 23 acres of the Site and accepted multiple waste streams during its operational history. The landfill was capped in 1992. Groundwater in the vicinity of the landfill has been identified to be impacted with volatile organic compounds (VOCs) and metals at concentrations above the Generic Residential Cleanup Criteria promulgated under Part 201.

The MDEQ issued a letter in August 2009 to the City of Dowagiac, requiring the City of Dowagiac to perform certain response activities under Part 201. The Site is currently listed on the Part 201 sites list for impacts to groundwater from trichloroethene (TCE), tetrachloroethene (PCE) and 1,1,1 trichloroethane (1,1,1 TCA). The municipal water supply was extended to include the known area of contamination along Nubour Street in 2015.

As identified above, a Work Plan for additional investigation was submitted to the MDEQ on July 1, 2013. The purpose of the Work Plan was to provide the procedures and methodology proposed for activities necessary to further evaluate and delineate chlorinated compound impacts to groundwater

above the Michigan Act 451, Part 201 Residential Cleanup Criteria and to further define hydrogeologic conditions at the Site. Modifications to the Work Plan were presented to the MDEQ on October 9, 2015, which included reference to the current Part 201 Cleanup Criteria, movement of the location of one of the proposed sample locations due to field conditions, and an updated schedule of activities. The Work Plan and modifications constitute an interim response activity based on currently available information under Part 201 in response to MDEQ's 2009 letter to the City.

2. Scope of Work (SOW)

Hydrogeologic investigations previously conducted indicate that there are likely three aquifers in the project area. The first aquifer, commonly referred to as sand and gravel aquifer 1 (SG-1), is unconfined and ranges in thickness from 40 to 140 feet below ground surface (bgs). SG-1 is present above a gray silty clay layer. Groundwater flow direction in the first aquifer has been established toward the west. A second confined aquifer, commonly referred to as sand and gravel aquifer 2 (SG-2), is found below the silty clay layer in sand and gravel. The thickness of SG-2 varies from 60 feet thick to the east of the Site, to approximately 125 feet thick to the west of the Site. SG-2 terminates at a clay layer with some locations also including a brown clay layer on top of the gray layer. The thickness of the brown and gray clays has not been established throughout the project area. SG-2 appears to be confined to semi confined. Groundwater flow direction in SG-2 is toward the west/southwest. A third aquifer, commonly referred to as sand and gravel aquifer 3 (SG-3), has been reported in residential drilling water well logs. The third aquifer will not be investigated as part of this work. The thickness of SG-2 and the confining layer separating SG-1 and SG-2 has not been well established adjacent to the west side of the landfill. Additionally, the continuity of the confining layer between SG-2 and SG-3 has not been well established west of the Site beyond 26045 Nubour Street, which is approximately 800 feet west of the landfill.

The specific objective of this investigation is to further define the geologic and hydrogeologic characteristics of the aquifers (SG-1 and SG-2) near the Site, and further evaluate the nature and extent of chlorinated impacts within SG-2 adjacent to and downgradient of the Site.

The SOW for the groundwater investigation will be performed consistent with the Work Plan and modifications and includes the advancement of two soil borings (VAS-1 and VAS-2) adjacent to and downgradient of the Site, collection of vertical aquifer samples (VAS) to evaluate the vertical and horizontal extent of chlorinated compound impact in groundwater, and reporting. The proposed soil boring/VAS locations are presented on Figure 1. In addition, the SOW presented in this Proposal includes preparation of a notice to residential property owners for the City to disseminate prior to implementation of the field work.

2.1 Notification Letter

Prior to the initiation of the field work activities, a notification letter or "Dear Neighbor" letter will be prepared and delivered to the property owners along Nubour Street in the project area. The notice will provide general project information, including the anticipated work dates, hours, type of work and will include the contact information for the City representative. A draft of the notice will be submitted to the City for review and approval prior to dissemination.

2.2 Groundwater Investigation Activities

2.2.1 Site Preparation

VAS-1 is proposed adjacent to the west side of the Site, on property owned by the City. Prior to initiation of on-Site activities, a limited property boundary survey will be completed to confirm the City's property line relative to the adjoining property to the west of the landfill. Based on conditions in this area, the existing perimeter fence around the landfill will need to be temporarily removed to access the area with the equipment required to advance the soil boring. A section of the fence, including an existing man gate will be temporarily removed to allow for the installation of a 16-foot wide (two 8-foot panels) swing gate. The new gate will allow equipment access to the VAS-1 location and access to this location at a later date to install a permanent groundwater monitoring well, if determined to be necessary.

Additionally, a few trees may need to be removed to clear enough room for the drill rig to access the boring location. The tree trunks will be removed, the smaller branches will be chipped on Site and larger branches will be cut and stacked neatly out of the way of the work area.

VAS-2 is proposed on private property parcel numbers 14-160-300-936-10 and 14-160-300-936-01 located approximately 5,500 to 6,000 feet downgradient of the Site along Nubour Street. Based on the review of available information, these properties are currently owned by Donald M. Coy Jr. An access agreement for these parcels will need to be obtained prior to any on-Site activities. Clearing and grubbing are not planned for this location; however, the western boundary of the properties listed above will need to have a limited property boundary survey to confirm the work is performed on the properties covered under the access agreement.

2.2.2 Soil Boring Advancement

VAS-1 will be advanced adjacent to the landfill in the vicinity of MW4S/D. Both MW4S and MW4D are screened within SG-1. VAS-1 is proposed to be advanced through SG-1 and SG-2 adjacent to monitoring wells MW4S and MW4D, to document conditions in SG-2 adjacent to the Site. VAS-2 will be located approximately 5,500 to 6,000 feet downgradient of the Site along Nubour Street beyond the last known residential well with detectable levels of TCE (26688 Nubour Street). VAS is proposed in this location to further delineate the horizontal and vertical downgradient extent of contamination in SG-2. As discussed above, parcel numbers 14-160-300-936-10 and 14-160-300-936-01 have been identified as the best option for the placement of VAS-2 based on property and access conditions in the vicinity of the proposed VAS-2 location.

The soil borings will be advanced utilizing rotosonic drilling methods. Rotosonic methods will be utilized due to the superior capability of the method in providing accurate stratigraphic information while limiting the potential for cross contamination when drilling through confining layers.

Soil borings will be advanced utilizing an inner core barrel (nominal 4-inch diameter) and an outer override casing (nominal 6-inch diameter). Soil samples will be collected by advancing the inner core barrel inside of the override casing at 10-foot intervals. The inner core barrel will be removed from the borehole and the soil sample will be extruded from the core barrel by vibratory action. Core samples will be extruded into 10-foot long sealed cylindrical plastic sleeves. Soil cuttings will be examined by a

GHD geologist to determine soil physical properties and to develop a geological record. Soil cuttings will be screened for the presence of VOCs with a photoionization detector (PID) equipped with an 11.7 electronvolt (eV) bulb.

2.2.3 Vertical Aquifer Sampling

VAS allows for the collection of representative samples at various sample depths to create a vertical profile of groundwater conditions. Groundwater samples will be collected at 10-foot intervals beyond the confining unit between SG-1 and SG-2 until the confining unit above SG-3 is encountered. No groundwater samples will be collected from SG-1. VAS intervals will be documented and adjusted in the field as needed based on actual field conditions. VAS-1 will be completed to an approximate depth of 240 feet bgs or to the top of the second confining unit, if present, whichever is shallower. VAS-2 will be completed to an approximate depth of 250 feet below grade or to the top of the second confining unit, if present, whichever is shallower.

The groundwater collection methodology for VAS includes utilizing a temporary well screen and a submersible pump and inflatable packer. The well screen will be driven to the desired depth interval inside of the override casing. The override casing is then retracted to expose the screen to the aquifer. A submersible pump with an inflatable packer will be placed inside of the drill rods in order to collect the sample. The quantity of water purged from the temporary screen will depend on the amount of drilling fluids induced into the formation during advancement of the tooling. After purging the required volume of water, samples will be collected in 40 milliliter volatile organic analysis (VOA) sample containers. The temporary screen and drill rods will be decontaminated between each sample interval.

Approximately 40 groundwater samples, including quality assurance/quality control (QA/QC) samples, will be collected from VAS-1 and VAS-2 and analyzed for Target Compound List (TCL) VOCs on a standard two-week turnaround time (TAT). Groundwater samples will be placed into a pre-cleaned laboratory provided container, properly labeled, and submitted under proper chain-of-custody (COC) protocol to the laboratory.

Upon completion of discrete groundwater sample collection, each soil boring will be abandoned. The soil borings will be abandoned using the tremie method to backfill the soil boring annulus with a high solids bentonite grout to ground surface.

2.2.4 Decontamination

Upon mobilization to the Site and prior to drilling commencement, the drill rig and all associated non-disposable equipment will be thoroughly cleaned using a high-pressure, low-volume steam wash and inspected.

All non-disposable equipment will be decontaminated to prevent cross contamination. All non-disposable sampling equipment will be decontaminated prior to each use by using an Alconox wash, potable water rinse, followed by a deionized water rinse and allowed to air dry.

2.2.5 Investigation-Derived Waste

All purge water, decontamination water, soil cuttings, and personal protective equipment (PPE) generated during the investigation activities will be placed in 55-gallon steel Department of Transportation (DOT)-approved drums or polyethylene agricultural tanks and staged at the Site for future characterization and disposal. Secondary containment consisting of 6 mil visqueen wrapped around a wooden frame will be set up during the project preparation activities for the groundwater accumulation containers.

All generated soil cuttings be visually examined and screened with a PID. Generated soil cuttings and decontamination water will be containerized in DOT-approved 55-gallon drums or a polyethylene tank, and labeled as to where it was generated and the initial accumulation date.

Waste characterization samples will be collected from the soils generated as part of this project and analyzed for Toxicity Characteristic Leaching Procedure (TCLP) metals, TCLP VOCs, TCLP semi-volatile organic compounds (SVOCs), total cyanide, total sulfide, corrosivity, and ignitability. Waste characterization samples of purge and decontamination water will be analyzed for total VOCs. Samples will be submitted to the laboratory on a two-week TAT for analysis. Additional analysis may be conducted on the purge and decontamination water, if requested, to allow for acceptance of the water at the City wastewater treatment plant.

2.2.6 Survey

The VAS locations will be surveyed, with elevations to the nearest 0.01-foot. These elevations will be referenced to an above mean sea level benchmark.

2.2.7 Restoration Activities

Restoration activities will be required at both VAS locations. The restoration at the VAS-1 location will be limited to re-grading/smoothing out with the drill rig and support vehicle tracks, and placement of typical roadside grass mix. Restoration at the VAS-2 location will likely require the addition of some topsoil, erosion control blanket and lawn grass seed or sod. The cost estimate assumes a combined effort of sod (1,000 square feet), topsoil (5 cubic yards) and seed.

3. Reporting

Analytical results for the soil and groundwater samples will be evaluated against the Cleanup Criteria Requirements for Response Activity (Part 201 Criteria) established in Administrative Rules R299.1 to R299.50, effective December 30, 2013, pursuant to Part 201, Environmental Remediation, 1994 PA 451 as amended. The results will be summarized in a technical memorandum and submitted for review by the City. The memorandum will be submitted to MDEQ upon receipt and validation of the final analytical data reports from the laboratory.

4. Project Schedule

Dependent upon weather conditions and securement of access to off-Site locations, this work is planned for Spring 2016 as previously discussed with the City and the MDEQ. A generalized proposed schedule for the implementation of the field activities and reporting is presented below. A more detailed schedule will be provided upon verification of start date.

Task	Schedule
Property Access Agreements	Fall/Winter of 2015
Site Preparation Activities	Late March/April 2016
VAS / Field Activities	April 2016
Restoration Activities	Immediately following VAS-2 field work
Memorandum to MDEQ	30 days following receipt and validation of laboratory reports

5. Cost Estimate

The estimated cost to implement the SOW described above is presented in Table 1.

We appreciate the opportunity to submit this Proposal to the City for the proposed investigation activities. Please contact the undersigned at (269) 685-5181 if you require further information or clarification.

Sincerely,

GHD

Jennifer L. Quigley

JMD/ds/Plw/11

Encl.

cc: Greg Carli, GHD

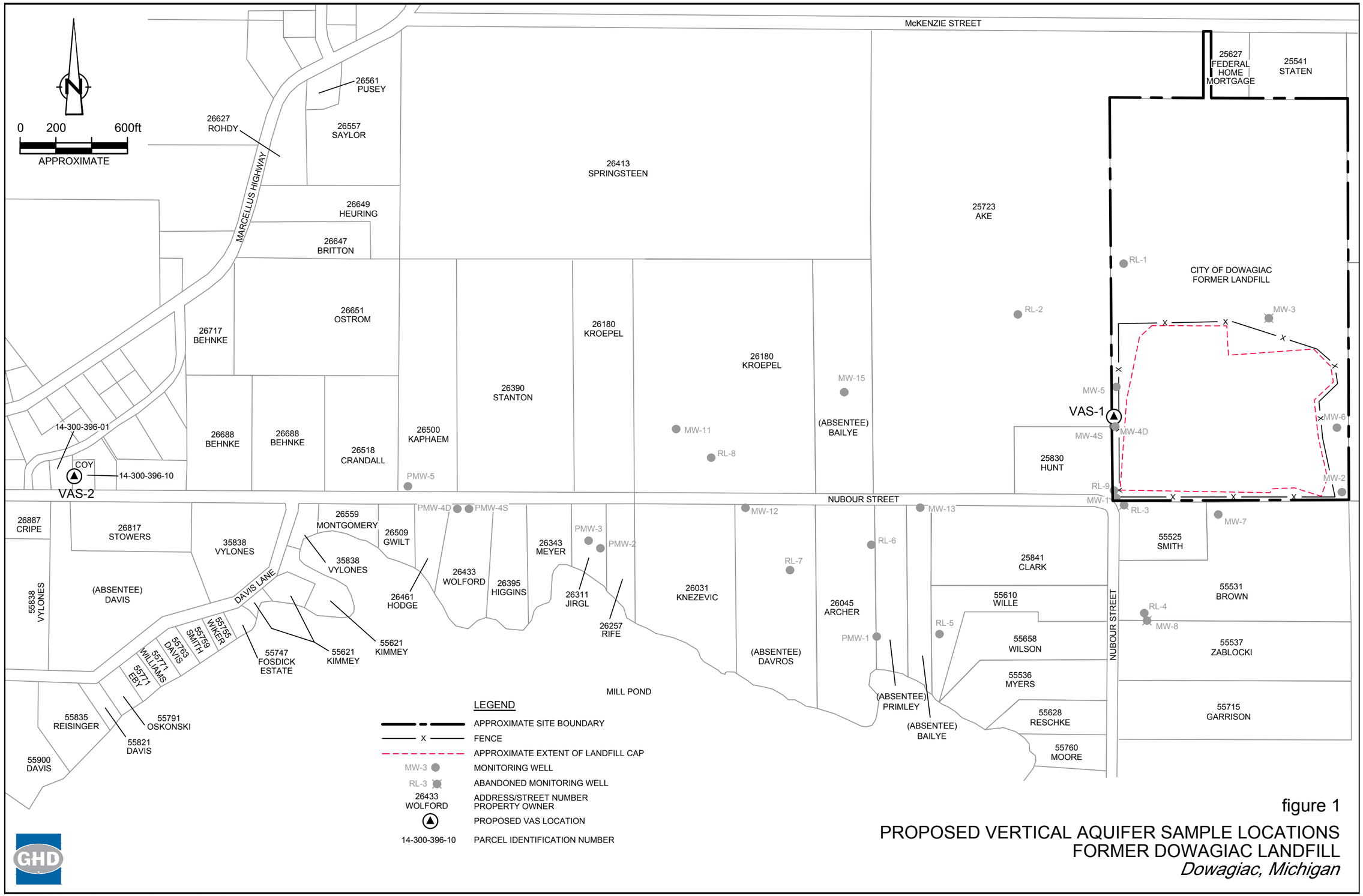


figure 1

PROPOSED VERTICAL AQUIFER SAMPLE LOCATIONS
FORMER DOWAGIAC LANDFILL
Dowagiac, Michigan

077667-00(PRES011)GN-DE001 OCT 12/2015

TABLE 1

COST ESTIMATE
VERTICAL AQUIFER SAMPLING
FORMER DOWAGIAC LANDFILL
DOWAGIAC, MICHIGAN

Task	Description	Quantity	Unit	Unit Price	Total Cost
	Vertical Aquifer Sampling				
1.0	***Generation and Distribution of Notification Letter***				
	Professional Fees				
	Project Manager/Associate D3	1	hrs	$ 172.00	$ 172.00
	Junior Engineer/Engineer B1	4	hrs	$ 120.00	$ 480.00
	Word Processor/Administrative Support	4	hrs	$ 62.00	$ 248.00
				Subtotal Professional Fees	**$ 900.00**
	Disbursements				
	Disbursements (i.e., copies, postage, etc.)	1	L.S.	$ 150.00	$ 150.00
				Subtotal Disbursements	**$ 150.00**
				Total Item 1.0	**$ 1,050.00**
2.0	***Groundwater Investigation Field Activities***				
	Site Preparation				
	Professional Fees				
	Project Manager/Associate D3	2	hrs	$ 172.00	$ 344.00
	Project Coordinator/Hydrogeologist D1	6	hrs	$ 156.00	$ 936.00
	Junior Engineer/Engineer B1	15	hrs	$ 120.00	$ 1,800.00
	Clearing/Fence Removal/Site Set Up Crew Supervisor	10	hrs	$ 110.00	$ 1,100.00
	Clearing/Fence Removal/Site Set Up Crew Staff	16	hrs	$ 55.00	$ 880.00
				Subtotal Professional Fees	**$ 5,060.00**
	Disbursements				
	Subcontractor/Surveyor	1	L.S.	$ 2,000.00	$ 2,000.00
	Clearing Crew Equipment	1	Day	$ 1,200.00	$ 1,200.00
	Fence and Gate Replacement (equipment gate installation	1	L.S.	$ 3,200.00	$ 3,200.00
	Secondary Containment Set Up	1	L.S.	$ 1,200.00	$ 1,200.00
	Disbursements (i.e., truck, mileage, equipment mob/demob and fuel)	1	L.S.	$ 1,500.00	$ 1,500.00
				Subtotal Disbursements	**$ 9,100.00**
				Subtotal Site Preparation	**$ 14,160.00**
	Soil Boring Installation/VAS/Restoration				
	Professional Fees				
	Project Manager/Associate D3	2	hrs	$ 172.00	$ 344.00
	Senior Hydrogeologist/Hydrogeologist E2	8	hrs	$ 176.00	$ 1,408.00
	Project Coordinator/Hydrogeologist D1	10	hrs	$ 156.00	$ 1,560.00
	Project Chemist/Chemist D1	5	hrs	$ 145.00	$ 725.00
	Junior Engineer/Engineer B1	10	hrs	$ 120.00	$ 1,200.00
	Field Geologist /Technician D1	130	hrs	$ 120.00	$ 15,600.00
	Technician C3	6	hrs	$ 110.00	$ 660.00
	Word Processor/Administrative Support	15	hrs	$ 62.00	$ 930.00
				Subtotal Professional Fees	**$ 22,427.00**
	Disbursements				
	Subcontractor/Private Utility Locate	1	L.S.	$ 1,200.00	$ 1,200.00
	Subcontractor/Driller	1	L.S.	$ 67,650.00	$ 67,650.00
	Subcontractor/Analytical Laboratory (1)				
	TCL VOCs (includes QA/QC)	40	sample	$ 66.00	$ 2,640.00
	TCLP VOCs, TCLP SVOCs, TCLP metals, Total Cyanide, Total Sulfide, Ignitability, Corrosivity (Soils) and total VOCs (Decon and Purge Water)	5	sample	$ 385.00	$ 1,925.00
	Subcontractor/Surveyor	1	L.S.	$ 1,200.00	$ 1,200.00
	Field Equipment (PID and Flow Cell)	2	weeks	$ 430.00	$ 860.00
	Poly Tanks for Water Storage	2	each	$ 935.00	$ 1,870.00
	IDW Handling and Disposal (2)	35	drums	$ 75.00	$ 2,625.00
	Transfer and transportation of water from storage tanks to City of Dowagiac WWTP	1	L.S.	$ 2,500.00	$ 2,500.00
	Restoration Activities	1	L.S.	$ 3,275.00	$ 3,275.00
	Miscellaneous Disbursements (i.e., lodging, ice, disposable PPE, FedEx, etc.	1	L.S.	$ 3,500.00	$ 3,500.00
	Contingency on field activities(4)	1	L.S.	$ 7,770.00	$ 7,770.00
				Subtotal Disbursements	**$ 97,015.00**
				Subtotal Soil Boring Installation/VAS/Restoration	**$ 119,442.00**
				Total Item 2.0	**$ 133,602.00**

TABLE 1

COST ESTIMATE
VERTICAL AQUIFER SAMPLING
FORMER DOWAGIAC LANDFILL
DOWAGIAC, MICHIGAN

Task	*Description*	*Quantity*	*Unit*	*Unit Price*	*Total Cost*
3.0	***Reporting and Data Validation***				
	Professional Fees				
	Project Manager/Associate D3	4	hrs	$ 172.00	$ 688.00
	Senior Hydrogeologist/Hydrogeologist E2	6	hrs	$ 176.00	$ 1,056.00
	Project Coordinator/Hydrogeologist D1	8	hrs	$ 156.00	$ 1,248.00
	Junior Engineer/Engineer B1	25	hrs	$ 120.00	$ 3,000.00
	Project Chemist/Chemist D1	30	hrs	$ 145.00	$ 4,350.00
	Database/Database Analyst C3	4	hrs	$ 130.00	$ 520.00
	Drafting/CADD C3	6	hrs	$ 94.00	$ 564.00
	Word Processor/Administrative Support	10	hrs	$ 62.00	$ 620.00
				Subtotal Professional Fees	**$ 12,046.00**
	Disbursements				
	Disbursements (i.e., copies, phone, shipping, etc.)	1	L.S.	$ 250.00	$ 250.00
				Subtotal Disbursements	**$ 250.00**
				Total Item 3.0	**$ 12,296.00**
				Total Items 1.0 through 3.0	**$ 146,948.00**

Notes:
Assumes access agreement will be obtained by the City of Dowagiac prior to initiation of field activities.
(1) Standard two-week turnaround time for analytical results.
(2) Assumes all waste will be non-hazardous and water generated during the project will be disposed at the City of Dowagiac WWTP.
(3) Includes disposal subcontractor to transfer water from poly tanks to tanker truck and transport to City of Dowagiac WWTP.
(4) Contingency includes 15 more hours for VAS sampling including subcontractor time, field staff time and disbursements.
Additional sample collection time could be necessary if field conditions require over 1.5 hours per vertical aquifer sample

CITY OF DOWAGIAC

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

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

***DATE*:** **October 23, 2015**

***SUBJECT*:** **Business Park Master Deed Amendment, Dedication Resolution, Easement and Bills of Sale**

A variety of Dowagiac Business Park documents are on Monday's agenda for review and approval. The Resolution for Dedication of Common Elements and the First Amendment to Master Deed of Dowagiac Business Park each require individual action by council. The easement for the south portion of Lot 4 is part of the Master Deed Amendment and requires signatures by the Mayor and Clerk. The Bills of Sale are housekeeping items that also only require signatures.

Attached is a memo from Rose Scherr, which provides additional details on the documents.

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

RECOMMENDATION

Approve the resolution to update the non-union administrative Personnel Manual.

Support Documents:
- Cover Memo-City Mgr.
- Cover Memo-Dept. Head
- Resolution
- Personnel Manual

CITY COUNCIL
CITY OF DOWAGIAC
Cass County, Michigan

Council member _____, supported by Council member _____, moved the adoption of the following resolution:

RESOLUTION ____#5____

RESOLUTION ACCEPTING AND DEDICATING ROADWAYS AND UTILITIES LOCATED WITHIN THE DOWAGIAC BUSINESS PARK AS PUBLIC STREETS AND PUBLIC UTILITIES

WHEREAS, in 2009, the City of Dowagiac established the Dowagiac Business Park as a site condominium project by Master Deed; and

WHEREAS, the City, as developer of the Dowagiac Business Park, constructed Woodhouse Drive and Industrial Drive as private roadways to serve the Dowagiac Business Park; and

WHEREAS, the City, as developer of the Dowagiac Business Park, constructed a sanitary sewer system, a storm sewer collection system, a potable water distribution system, an electrical distribution system, a telephone wiring system, and a cable television/fiber optic wiring system, along with related appurtenances, to serve the Dowagiac Business Park; and

WHEREAS, the City, as developer, has conveyed title to Woodhouse Drive and Industrial Drive, along with corresponding rights-of-ways, as depicted on the Condominium Subdivision Plan, as amended, attached to the Master Deed of Dowagiac Business Park, as amended, to the City of Dowagiac for incorporation into the City's public street system; and

WHEREAS, the City, as developer, has conveyed title to all components of the sanitary sewer system, storm sewer collection system, potable water distribution system, electrical distribution system, telephone wiring system, and cable television/fiber optic wiring system, along with related appurtenances, that serve the Dowagiac Business Park (the "Business Park Utilities"), to the City of Dowagiac for incorporation into the City's public utility systems; and

WHEREAS, the City of Dowagiac wishes to accept Woodhouse Drive and Industrial Drive as public infrastructure; and

WHEREAS, the City of Dowagiac wishes to accept the Business Park Utilities as public utilities; and

WHEREAS, the streets and utilities described above have been constructed in compliance with the ordinances and regulations of the City of Dowagiac and have been inspected and approved by the City's Department of Public Works.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the center lines of Woodhouse Drive and Industrial Drive are depicted on the Condominium Subdivision Plan, as amended, attached to the Master Deed of Dowagiac Business Park, as amended.

2. That Woodhouse Drive and Industrial Drive are located within City of Dowagiac public rights-of-way, are under the control and supervision of the City of Dowagiac Department of Public Works, and shall be maintained, including, but not limited to, snow removal, repaired, replaced, operated, expanded and improved by the City of Dowagiac.

3. That Woodhouse Drive and Industrial Drive are public streets dedicated to publicstreet and highway purposes.

4. That Woodhouse Drive and Industrial Drive are accepted into the City of Dowagiac local street system and the City Engineer is directed to designate and delineate said roadways on the official maps and records of the City.

5. That the City of Dowagiac police and fire departments shall provide police, fire and emergency services to the Dowagiac Business Park in a similar manner, and at the same priority, as other areas within their respective jurisdictions.

6. That the Business Park Utilities are located within City of Dowagiac public rights-of-way, are under the control and supervision of the City of Dowagiac Department of Public Works, and shall be maintained, repaired, replaced, operated, expanded and improved by the City of Dowagiac.

7. That the Business Park Utilities are public utilities dedicated to public utility purposes.

8. That the Business Park Utilities are accepted into the City of Dowagiac public utility systems.

YEAS: Council members: _____

NAYS: Council members: _____

ABSTAIN: Council members: _____

ABSENT: Council members: _____

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the City Council of the City of Dowagiac, Cass County, Michigan, at a regular meeting held on _____ _____, 2015.

Date: _____, 2015

_____
Jane P. Wilson, City Clerk

MEMO

TO: Kevin Anderson, City Manager

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

DATE: October 20, 2015

RE: Dowagiac Business Park Condominium Project

Attached for Council consideration are several documents relating to the Dowagiac Industrial Park/Business Park Condominium Project. These documents are required to correct platting and boundary issues from the Industrial Park Expansion completed in 2001. The documents provide for an amendment to the Dowagiac Business Park Condominium, the dedication to the City of the general common elements (roads etc.) and granting of the access easement to the Condo of the south 66 feet of Lot 4. The related documents are as follows:

1. First Amendment to Master Deed of Dowagiac Business Park
2. Resolution accepting and dedicating roadways and utilities located within the Dowagiac Business Park as public streets and public utilities
3. Public roadway and utility easement
4. Utilities Bill of Sale
5. Roadway Bill of Sale

First Amendment to Master Deed: The Dowagiac Business Park (Phase 4 of original park expansion) was established as a site condominium project in 2009. The prior industrial park areas (original Phases 1 – 3) were not included in this site condominium. The Developer (City) is the sole owner of all units within the current condominium.

This proposed amendment establishes the Master Deed of the Dowagiac Business Park as an expandable condominium which may be expanded in accordance with the amended Master Deed, Article XII to include Future Development Area as described in the amendment (properties in the park owned by the City are considered future development areas).

Under this amendment, the Developer hereby exercises its rights to expand the Condominium by including the Future Development Area within the Condominium as depicted in Exhibit B, Condominium Subdivision Plan, of the Master Deed.

Resolution accepting and dedicating roadways and utilities located within the Dowagiac Business Park as public Streets and public utilities: By Resolution, Council is required to consider and accept the dedication of the general common elements (roads and utilities) as public infrastructure.

Public Roadway and Utility Easement: Industrial Drive connects the Business Park to the Industrial Park. When the road was constructed, it divided Lot 4 of the original Industrial Park. The north portion of Lot 4 was purchased by Wolford Electric, the south 66 feet is City property. This

easement is required to correct platting and boundary issues, and provides an access connection between Phase 1 of the condominium and Phase 2.

Utilities/Roadway Bills of Sale: The Bills of Sale are required given the City's dual role as both "Developer" and public entity.

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

BILL OF SALE

The City of Dowagiac, as developer of the Dowagiac Business Park, whose principal business address is 241 South Front Street, Dowagiac, MI 49047 (the "Grantor"), for the consideration of $1.00, the receipt and sufficiency of which are acknowledged, conveys to the City of Dowagiac, a Michigan municipal corporation, whose principal business address is 241 South Front Street, Dowagiac, MI 49407, all rights, title and interest the Grantor may have in Woodhouse Drive and Industrial Drive, as depicted on the Condominium Subdivision Plan, as amended, attached to the Master Deed of Dowagiac Business Park, as amended.

Dated this ___ day of _____, 2015.

CITY OF DOWAGIAC

_____
Donald D. Lyons, Mayor

_____
Jane P. Wilson, Clerk

STATE OF MICHIGAN
COUNTY OF CASS

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Donald D. Lyons, Mayor, and by Jane P. Wilson, Clerk, of the City of Dowagiac, (who are both personally known to me) on its behalf.

_____
*
Notary Public, Cass County, MI
Acting in Cass County, MI
My commission expires: _____

BILL OF SALE

The City of Dowagiac, as developer of the Dowagiac Business Park, whose principal business address is 241 South Front Street, Dowagiac, MI 49047 (the "Grantor"), for the consideration of $1.00, the receipt and sufficiency of which are acknowledged, conveys to the City of Dowagiac, a Michigan municipal corporation, whose principal business address is 241 South Front Street, Dowagiac, MI 49407, all rights, title and interest the Grantor may have in the sanitary sewer system, storm sewer collection system, potable water distribution system, electrical distribution system, telephone wiring system, and cable television/fiber optic wiring system, along with related appurtenances, serving the Dowagiac Business Park.

Dated this ___ day of _____, 2015.

CITY OF DOWAGIAC

_____
Donald D. Lyons, Mayor

_____
Jane P. Wilson, Clerk

STATE OF MICHIGAN
COUNTY OF CASS

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Donald D. Lyons, Mayor, and by Jane P. Wilson, Clerk, of the City of Dowagiac, (who are both personally known to me) on its behalf.

_____
*
Notary Public, Cass County, MI
Acting in Cass County, MI
My commission expires: _____

PUBLIC ROADWAY AND UTILITY EASEMENT

On this _____ day of _____, 2015, the City of Dowagiac, a Michigan municipal corporation, whose principal business address is 241 South Front Street, Dowagiac, MI 49407, (the "Grantor"), for the consideration of one dollar ($1.00), the receipt and sufficiency of which are acknowledged, grants and conveys to the Dowagiac Business Park Condominium, a Michigan condominium, whose principal business address is 241 South Front Street, Dowagiac, MI 49407 (the "Grantee"), a perpetual right-of-way and utility easement for the purpose of constructing, installing, maintaining, repairing, replacing, using, operating and improving public or private utilities and appurtenances, including, without limitation, sanitary sewer and water facilities, and public roadways, streets, highways and/or sidewalks, including paved and unpaved portions for motorized, non-motorized and pedestrian use, along with the installation and maintenance of appropriate signage and related appurtenances, together with the right of ingress and egress to perform such work, on, over, across and under the Grantor's property, described as follows:

> THE SOUTH SIXTY-SIX (66) FEET OF LOT 4, "DOWAGIAC INDUSTRIAL PARK," A SUBDIVISION IN PART OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 16 WEST, CITY OF DOWAGIAC, CASS COUNTY, MICHIGAN ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 1-K, PAGES 540 THRU 544, CASS COUNTY RECORDS.

(the "Easement Area").

This easement is subject to the following terms and conditions:

A. Work performed within the Easement Area by the Grantee shall be conducted so as not to unreasonably interfere with the Grantor's use of its property and without cost to the Grantor.

B. Except for those portions of the Easement Area improved for use as a public roadways or sidewalks, upon completion of any work, the Grantee will, without cost to the Grantor, restore the Easement Area to the same general condition as it was in prior to such work.

C. The Grantee shall have the right to access and enter upon the Easement Area and to control, maintain and use the easement as the Grantee deems reasonably necessary. In the event that it is necessary, because of construction or maintenance, for the Grantee to enter upon property belonging to the Grantor immediately adjoining the Easement Area, the Grantee shall have the right of such use of said adjoining property. However, the Grantee shall return the property adjoining the easement in as good or better condition than it was prior to any such use.

D. The Grantor retains all other property rights in the Easement Area. However, the Grantor shall not plant any trees, shrubbery or other landscaping, nor construct or install any buildings or other permanent

structures, including, without limitation, fences and other structures which might inhibit the Grantee's ability to perform the purposes permitted by this instrument, within the Easement Area.

E. There is reserved for the Grantor a perpetual and permanent easement in, over, and across the Easement Area to provide for the construction, installation, maintenance, repair, replacement, improvement, use and operation of public utility facilities and appurtenances, including the rights of vehicle and equipment access.

F. This instrument shall be binding upon and inure to the benefit of the parties and their representatives, assigns or successors.

This easement is signed as of the date first provided above.

CITY OF DOWAGIAC

_____
Donald D. Lyons, Mayor

_____
Jane P. Wilson, Clerk

STATE OF MICHIGAN
COUNTY OF CASS

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Donald D. Lyons, Mayor, and by Jane P. Wilson, Clerk, of the City of Dowagiac, (who are both personally known to me) on its behalf.

_____
*
Notary Public, Cass County, MI
Acting in Cass County, MI
My commission expires: _____

This easement is exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

Drafted by and when recorded return to:
Ingrid A. Jensen
CLARK HILL PLC
200 Ottawa Ave. NW, Suite 500
Grand Rapids, MI 49503

FIRST AMENDMENT TO MASTER DEED OF DOWAGIAC BUSINESS PARK

(Act 59, Public Acts of 1978)
as amended)

First Amendment to Cass County Condominium Subdivision Plan No. 25.

(1) First Amendment to Master Deed of Dowagiac Business Park.

(2) Exhibit 1 to First Amendment to Master Deed of Dowagiac Business Park: Future Development Area Legal Description (Phase 2).

(3) Exhibit A to Amended Master Deed: Affidavit of Mailing as to Notices required by Section 90(5) of the Michigan Condominium Act.

(4) Exhibit B to Amended Master Deed: Condominium Subdivision Plan of Dowagiac Business Park Phase 2.

This document is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

This Instrument Drafted By and
After Recording Return to:
Ingrid A. Jensen
Clark Hill PLC
200 Ottawa Avenue NW, Suite 500
Grand Rapids, MI 49503
616.608.1107

FIRST AMENDMENT TO MASTER DEED OF DOWAGIAC BUSINESS PARK

(Act 59, Public Acts of 1978)
as amended)

This First Amendment to Master Deed of Dowagiac Business Park is made this _____ day of _____, 2015, by the City of Dowagiac, a Michigan municipal corporation, of 241 S. Front Street, Dowagiac, Michigan, 49047 ("**Developer**").

BACKGROUND

A. Developer established a site condominium project known as Dowagiac Business Park (the "**Project**") by Master Deed dated June 10, 2009, and recorded on June 17, 2009, in Liber 996, Page 513, Cass County Records, and designated as Cass County Condominium Subdivision Plan No. 25.

B. Pursuant to the authority set forth in Section 90 of the Michigan Condominium Act (the "**Act**") MCL 559.190, the Developer desires to amend the Master Deed as set forth herein to add the right to include Future Development Area and then to exercise the right to expand the Condominium, and further to provide for additional protective covenants and restrictions.

C. Developer is the sole owner of all units within the Condominium.

D. The Future Development Area consists of 10 units, 9 of which are owned by Developer.

E. In accordance with Section 90(1) of the Act, this Amendment does not require the consent of any co-owner or mortgagee.

AMENDMENT

To accomplish the above, the Master Deed is amended to read as follows:

1. A new Article XII is added to the Master Deed, as follows:

ARTICLE XII
FUTURE DEVELOPMENT AREA

The Condominium is established as an expandable Condominium in accordance with the provisions of this Article.

(a) Developer (on its behalf and on behalf of its successors and assigns, and no other third party, unless assigned in writing by Developer), reserves the right, but does not undertake any obligation, to expand the Condominium. Except as set forth

herein, no other person or entity may exercise the right to expand the Condominium.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article XII. The consent of any Co-owner shall not be required to expand the Condominium.

(c) Developer's right to expand the Condominium shall expire six (6) years after the initial recording of this First Amendment to Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Future Development Area") is the land described in Exhibit 1 to this Amendment.

(e) The Future Development Area may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Future Development Area may be added to the Condominium.

(f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Future Development Area, and Developer reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the Condominium, and the approved site plan for the Project, as the same may be amended. By way of illustration, and not as a limitation on Developer, Developer has the right to create larger Units in the Future Development Area and/or to create a portion of the Units as attached units.

(g) The number of Units which Developer reserves the right to establish, all or in part, upon the Future Development Area is up to an amount that will not cause the total number of Units in the Project, after giving effect to the expansion of the Project by the addition of the Future Development Area, to exceed forty (40) Units.

(h) All land and improvements added to the Condominium shall be restricted exclusively to industrial business units and to such Common Elements as may be consistent and compatible with such use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any structure erected on any portion of the Future Development Area added to the Condominium is compatible with structures on land included in the original Master Deed is solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

(j) There are no restrictions as to types of Condominium Units which may be created upon the Future Development Area except that such Units must comply with state law, local ordinances and the requirements of building authorities.

(k) Developer may create Limited Common Elements upon the Future Development Area and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Future Development Area and/or improvements to the Condominium.

2. Developer hereby exercises its right to expand the Condominium by including the Future Development Area within the Condominium (hereinafter referred to as "**Phase 2**").

3. The Condominium Subdivision Plan attached as Exhibit A to the Master Deed is hereby amended to add six (6) additional sheets labeled X-6012-1; X-6012-2A; X-6012-3A; X-6012-3B; X-6012-4A; and X-6012-4B, which are attached as Exhibit B to this Amendment.

4. Phase 2 of the Condominium is connected to Phase 1 of the Condominium by an access easement granted by the City of Dowagiac to the Condominium over the South 106 feet of Lot 4 of Dowagiac Industrial Park.

5. The Developer, on behalf of the Condominium, hereby dedicates to the City of Dowagiac all General Common Elements, which include the streets (Woodhouse Drive south of the Boundary of Dowagiac Industrial Park and Industrial Drive), storm sewers, drainage areas and water lines. The City has agreed by separate resolution to accept this dedication, and hereafter be responsible to maintain, repair and replace these General Common Areas as well as provide fire and police protection.

6. The Condominium is subject to and bound by the Dowagiac Industrial Park Protective Covenants and Declaration of Restrictions, as amended, recorded with the Cass County Register of Deeds on November 12, 2008, in Liber 985, Page 1936, which Protective Covenants and Declaration of Restrictions are incorporated herein by reference.

7. Except as amended herein, the provisions of the Master Deed of Dowagiac Business Park, as amended and recorded with the Cass County Register of Deeds, State of Michigan, as Cass County Condominium Subdivision Plan No. 25, are hereby ratified and confirmed.

8. This Amendment shall become effective upon recordation with the Cass County Register of Deeds.

CITY OF DOWAGIAC,
a Michigan municipal corporation

By:_____
Donald D. Lyons, Its Mayor

By:_____
Jane P. Wilson, Its City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Donald D. Lyons and Jane P. Wilson, Mayor and City Clerk, respectively, of the City of Dowagiac, a Michigan municipal corporation, who are either personally known to me or who presented their driver's license for identification, and who appeared before me and acknowledged signing this document on behalf of the City.

_____
Name:_____
Notary Public, Cass County, Michigan
Acting in Cass County, Michigan
My commission expires:_____

EXHIBIT 1

Legal Description of Future Development Area (Phase 2)

THAT PART OF SECTIONS 1, 11 AND 12, TOWNSHIP 6 SOUTH, RANGE 16 WEST, CITY OF DOWAGIAC, CASS COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 88° 46' 03" WEST ON THE NORTH LINE OF SAID SECTION 11 A DISTANCE OF 1299.44 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 00° 03' 29" EAST ON SAID WEST LINE 1322.53 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 88° 48' 37" EAST (DEEDED NORTH 89° 48' 39" EAST) ON SAID SOUTH LINE 1307.13 FEET TO THE LINE COMMON TO SAID SECTIONS 11 AND 12; THENCE NORTH 00° 23' 32" WEST (DEEDED NORTH 00° 25' 27" WEST) ON SAID COMMON SECTION LINE 12.68 FEET TO THE CENTERLINE OF THE PEAVINE NORTH BRANCH DRAIN; THENCE NORTH 89° 37' 06" EAST (DEEDED NORTH 89° 34' 35" EAST) ON SAID CENTERLINE 1048.05 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE AMTRAK RAILROAD; THENCE NORTH 35° 55' 01" EAST (DEEDED NORTH 35° 54' 38" EAST) ON SAID WESTERLY RIGHT OF WAY LINE 496.03 FEET; THENCE SOUTH 89° 21' 13" WEST 567.25 FEET (DEEDED SOUTH 89° 19' 36" WEST 567.08 FEET); THENCE NORTH 00° 04' 07" WEST (DEEDED NORTH 00° 04' 27" WEST) 296.02 FEET; THENCE SOUTH 89° 03' 12" WEST (DEEDED SOUTH 89° 19' 36" WEST) 40.00 FEET; THENCE NORTH 00° 03' 57" WEST (DEEDED NORTH 00° 04' 27" WEST) 613.49 FEET TO THE NORTH LINE OF SAID SECTION 12 ; THENCE NORTH 89° 50' 32" EAST (DEEDED NORTH 89° 49' 52" EAST) ON SAID NORTH SECTION LINE 212.28 FEET; THENCE NORTH 00° 05' 50" WEST (DEEDED NORTH 00° 06' 26" WEST) 263.38 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INDUSTRIAL DRIVE; THENCE NORTH 89° 50' 32" EAST (DEEDED NORTH 89° 49' 52" EAST) ON SAID SOUTHERLY RIGHT OF WAY LINE 66.00 FEET; THENCE SOUTH 00° 05' 50" EAST (DEEDED SOUTH 00° 06' 26" EAST) 263.38 FEET TO SAID NORTH SECTION LINE; THENCE NORTH 89° 50' 32" EAST (DEEDED NORTH 89° 49' 52" EAST) ON SAID NORTH SECTION LINE 330.00 FEET; THENCE NORTH 00° 05' 50" WEST (DEEDED NORTH 00° 07' 08" WEST) 263.38 FEET; THENCE SOUTH 89° 47' 47" WEST (DEEDED SOUTH 89° 46' 49" WEST) 231.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID INDUSTRIAL DRIVE; THENCE NORTH 00° 05' 50" WEST (DEEDED NORTH 00° 07' 08" WEST) ON SAID EASTERLY RIGHT OF WAY LINE 79.91 FEET; THENCE NORTHERLY 116.55 FEET ON SAID EASTERLY RIGHT OF WAY LINE AND ON A 82.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 41° 18' 11" WEST (DEEDED NORTH 40° 35' 22" WEST) 107.09 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 49.44 FEET ON SAID EASTERLY RIGHT OF WAY LINE AND ON A 35.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 38° 52' 29" WEST (DEEDED NORTH 40° 35' 22" WEST) 45.43 FEET; THENCE NORTH 00° 05' 50" WEST (DEEDED NORTH 00° 07' 08" WEST) ON SAID EASTERLY RIGHT OF WAY LINE 330.68 FEET; THENCE NORTH 89° 46' 22" EAST (DEEDED NORTH 89° 46' 49" EAST) 330.00 FEET; THENCE NORTH 00° 05' 50" WEST (DEEDED NORTH 00° 07' 08" WEST) 527.25 FEET; THENCE SOUTH 89° 46' 22" WEST (DEEDED SOUTH 89° 46' 49" WEST) ON THE NORTHERLY LINE AND NORTHERLY

LINE EXTENDED OF OUT LOT' B', "DOWAGIAC INDUSTRIAL PARK", BEING A SUBDIVISION IN SAID SECTION 1, RECORDED IN LIBER 1-K OF PLATS, PAGES 540, 541, 542, 543 AND 544, CASS COUNTY RECORDS, 880.23 FEET; THENCE NORTHWESTERLY 47.25 FEET ON SAID NORTHERLY LOT LINE AND ON A 30.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 45° 08' 12" WEST (PLATTED NORTH 45° 06' 49" WEST) 42.50 FEET TO THE EAST RIGHT OF WAY LINE OF WOODHOUSE DRIVE IN SAID "DOWAGIAC INDUSTRIAL PARK"; THENCE SOUTH 00° 00' 39" WEST (PLATTED SOUTH 00° 00' 27" EAST) ON SAID EAST RIGHT OF WAY LINE 126.00 FEET; THENCE NORTHEASTERLY 47.00 FEET ON THE SOUTHERLY LINE OF SAID OUT LOT 'B' AND ON A 30.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 44° 55' 09" EAST (PLATTED NORTH 44° 53' 11" EAST) 42.34 FEET; THENCE NORTH 89° 46' 22" EAST (PLATTED NORTH 89° 46' 49" EAST) ON THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID OUTLOT 'B', ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SAID INDUSTRIAL DRIVE, 454.65 FEET; THENCE SOUTHEASTERLY 47.07 FEET ON SAID SOUTH RIGHT OF WAY LINE AND ON A 30.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 44° 59' 33" EAST (DEEDED SOUTH 45° 10' 09" EAST) 42.39 FEET TO THE WEST RIGHT OF WAY LINE OF SAID INDUSTRIAL DRIVE; THENCE SOUTH 00° 05' 50" EAST (DEEDED SOUTH 00° 07' 08" EAST) ON SAID WEST RIGHT OF WAY LINE 798.93 FEET; THENCE SOUTH 89° 47' 00" WEST 257.28 FEET (DEEDED SOUTH 89° 46' 49" WEST 257.12 FEET) TO THE EAST LINE OF SAID "DOWAGIAC INDUSTRIAL PARK"; THENCE SOUTH 00° 05' 39" EAST ON SAID EAST PLAT LINE (PLATTED SOUTH 00° 07' 08" EAST) 250.00 FEET TO THE SOUTHEAST CORNER OF SAID "DOWAGIAC INDUSTRIAL PARK"; THENCE SOUTH 89° 47' 00" WEST (PLATTED SOUTH 89° 43' 47" WEST) ON THE SOUTH LINE OF SAID "DOWAGIAC INDUSTRIAL PARK" 259.20 FEET TO SAID EAST RIGHT OF WAY LINE OF WOODHOUSE DRIVE; THENCE SOUTH 00° 00' 39" WEST (PLATTED SOUTH 00° 00' 27" EAST) ON SAID EAST RIGHT OF WAY LINE 69.65 FEET TO THE SOUTH LINE OF SAID "DOWAGIAC INDUSTRIAL PARK"; THENCE SOUTH 89° 47' 21" WEST (PLATTED SOUTH 89° 43' 47" WEST) ON SAID SOUTH PLAT LINE 66.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID WOODHOUSE DRIVE; THENCE SOUTH 00° 00' 39" WEST (DEEDED SOUTH 00° 00' 27" EAST) ON SAID WEST RIGHT OF WAY LINE 651.66 FEET; THENCE SOUTHERLY 28.57 FEET ON SAID WEST RIGHT OF WAY LINE AND ON A 30.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 28° 04' 11" WEST (DEEDED SOUTH 26° 28' 12" WEST) 27.50 FEET; THENCE SOUTHERLY 203.91 FEET ON SAID WEST RIGHT OF WAY LINE AND ON A 80.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 18° 08' 48" EAST 153.03 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID WOODHOUSE DRIVE; THENCE SOUTH 89° 20' 17" WEST (DEEDED SOUTH 89° 18' 57" WEST) 359.00 FEET TO SAID COMMON SECTION LINE; THENCE NORTH 00° 23' 32" WEST (DEEDED NORTH 00° 25' 27" WEST) ON SAID COMMON SECTION LINE 723.11 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 16 WEST, CITY OF DOWAGIAC, CASS COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 00° 23' 32" EAST (DEEDED NORTH 00° 25' 27" WEST) ON THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 723.11 FEET; THENCE NORTH 89° 20' 17" EAST

(DEEDED NORTH 89° 18' 57" EAST) 359.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID WOODHOUSE DRIVE; THENCE WESTERLY 26.75 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE AND ON A 80.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 79° 15' 48" WEST 26.62 FEET THE EASTERLY RIGHT OF WAY LINE OF SAID WOODHOUSE DRIVE AND THE POINT OF BEGINNING OF THE EXCEPTION HEREIN DESCRIBED; THENCE NORTHERLY 174.45 FEET ON SAID EASTERLY RIGHT OF WAY LINE AND ON A 80.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 07° 12' 43" EAST 141.89 FEET; THENCE NORTHERLY 28.62 FEET ON SAID EAST RIGHT OF WAY LINE AND ON A 30.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 27° 25' 34" WEST (DEEDED NORTH 27° 10' 32" WEST) 27.55 FEET; THENCE NORTH 00° 00' 39" EAST (DEEDED NORTH 00° 09' 12" EAST) ON SAID EAST RIGHT OF WAY LINE 81.54 FEET; THENCE SOUTH 89° 59' 21" EAST (DEEDED SOUTH 89° 50' 48" EAST) 235.00 FEET; THENCE SOUTH 00° 00' 39" WEST PARALLEL WITH SAID EAST RIGHT OF WAY LINE 248.36 FEET (DEEDED SOUTH 00° 09' 12" WEST 250.00 FEET); THENCE NORTH 89° 20' 30" EAST (DEEDED NORTH 89° 18' 22" EAST) 25.09 FEET; THENCE SOUTH 00° 00' 48" WEST (DEEDED SOUTH 00° 04' 27" EAST) 447.03 FEET; THENCE SOUTH 89° 19' 47" WEST (DEEDED SOUTH 89° 18' 22" WEST) 265.02 FEET; THENCE NORTH 00° 00' 33" WEST (DEEDED NORTH 00° 04' 27" WEST) 451.49 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID WOODHOUSE DRIVE AND POINT OF BEGINNING.

CONTAINING 68.60 ACRES MORE OR LESS.

BEARINGS ARE RELATED TO THE SOUTH LINE OF PHASE 1, "DOWAGIAC BUSINESS PARK", SUBDIVISION PLAN NO. 25, CASS COUNTY RECORDS

EXHIBIT A

Affidavit of Notice

STATE OF MICHIGAN)
)ss
COUNTY OF CASS

Rozanne H. Scherr, being duly sworn, deposes and says that:

1. I am working on behalf of the Developer to amend the Master Deed.

2. On _____, 2015, notices were sent to all co-owners of record in the Dowagiac Business Park project of the Developer's intent to record an amendment to the Master Deed, as required by Section 90(5) of the Michigan Condominium Act, pursuant to a list of owners supplied by the Developer. Such notices were sent by regular first class mail, postage prepaid.

Further deponent sayeth not.

_____
Rozanne H. Scherr

STATE OF MICHIGAN)
)ss
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Rozanne H. Scherr, an individual working on behalf of the Developer to amend the Master Deed who is either personally known to me or who presented her driver's license for identification, and who appeared before me and acknowledged signing this document on behalf of the Developer.

_____
Name:_____
Notary Public, Cass County, Michigan
Acting in Cass County, Michigan
My commission expires:_____

EXHIBIT B

Amended Condominium Subdivision Plan

REPLAT NO. 1
CASS COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 25

EXHIBIT B TO THE AMENDED MASTER DEED OF

"DOWAGIAC BUSINESS PARK"

CITY OF DOWAGIAC, CASS COUNTY, MICHIGAN.

ATTENTION: COUNTY REGISTER OF DEEDS. THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, THE SURVEYOR'S CERTIFICATE ON SHEET 2, AND IN THE MASTER DEED.

NOTE: DOWAGIAC BUSINESS PARK IS A MULTI PHASE CONDOMINIUM PROJECT. THE ASTERISK (*) INDICATES SHEETS THAT ARE AMENDED OR THAT ARE NEW DATED 6/02/2015 AND ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

DEVELOPER

CITY OF DOWAGIAC
241 SOUTH FRONT STREET
DOWAGIAC, MI 49047

SURVEYOR & DOCUMENTS

WIGHTMAN & ASSOCIATES, INC.
2303 PIPESTONE ROAD
BENTON HARBOR, MICHIGAN 49022
JOHN G. KAMER P.S. 27449

SHEET INDEX

*1.	COVER SHEET		X-6012-1
2.	SURVEY PLAN	(PHASE 1)	X-6012-2
*2A.	SURVEY PLAN	(PHASE 2)	X-6012-2A
3.	SITE PLAN	(PHASE 1)	X-6012-3
*3A.	SITE PLAN	(PHASE 2)	X-6012-3A
*3B.	SITE PLAN	(PHASE 2)	X-6012-3B
4.	UTILITY PLAN	(PHASE 1)	X-6012-4
*4A.	UTILITY PLAN	(PHASE 2)	X-6012-4A
*4B.	UTILITY PLAN	(PHASE 2)	X-6012-4B

DESCRIPTION - PHASE 1

THAT PART OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 2, TOWNSHIP 6 SOUTH RANGE 16 WEST, CITY OF DOWAGIAC, CASS COUNTY MICHIGAN DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 2 THAT IS 320.00 FEET SOUTH 00° 00' 27" EAST OF THE EAST QUARTER CORNER OF SAID SECTION 2, THENCE SOUTH 00° 00 27" EAST ON THE WEST LINE OF DOWAGIAC INDUSTRIAL PARK RECORDED IN LIBER 1-K, PAGES 540-544 AND SAID EAST SECTION LINE 2311 82 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 2: THENCE NORTH 88° 48' 03" WEST ON THE SOUTH LINE OF SAID SECTION 2 A DISTANCE OF 1299 44 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 00° 06' 55" WEST ON SAID WEST LINE AND THE EAST LINE OF "HENRY HEIGHTS" SUBDIVISION RECORDED IN LIBER 1-F PAGE 280 AND THE EAST LINE OF "MERRYWILL SHORES" CONDOMINIUM RECORDED IN LIBER 769, PAGES 737-788 A DISTANCE OF 2427 64 FEET; THENCE SOUTH 88° 37' 14" EAST PARALLEL WITH THE EAST AND WEST QUARTER LINE OF SAID SECTION 2 A DISTANCE OF 225 70 FEET; THENCE NORTH 00° 06' 55" WEST PARALLEL WITH SAID WEST LINE 207 64 FEET TO SAID EAST AND WEST QUARTER LINE; THENCE SOUTH 88° 37 14" EAST ON SAID EAST AND WEST QUARTER LINE 638 78 FEET: THENCE SOUTH 00° 00' 27" EAST PARALLEL WITH THE EAST LINE OF SAID SECTION 2 A DISTANCE OF 320 00 FEET; THENCE SOUTH 88° 37' 14" EAST PARALLEL WITH SAID EAST AND WEST QUARTER LINE 440 00 FEET TO THE POINT OF BEGINNING CONTAINING 74 38 ACRES MORE OR LESS

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED OF DEEDED FOR STREET ROAD OR HIGHWAY PURPOSES

BEARINGS ARE RELATED TO THE RECORDED PLAT OF SAID "DOWAGIAC INDUSTRIAL PARK"

PRELIMINARY

DESCRIPTION - PHASE 2

THAT PART OF SECTIONS 1, 11 AND 12 TOWNSHIP 6 SOUTH, RANGE 16 WEST, CITY OF DOWAGIAC, CASS COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 88° 46' 03" WEST ON THE NORTH LINE OF SAID SECTION 11 A DISTANCE OF 1299 44 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 00° 03' 23" EAST ON SAID WEST LINE 1322 53 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 88° 48' 37" EAST (DEEDED NORTH 89° 48' 39" EAST) ON SAID SOUTH LINE 1307 13 FEET TO THE LINE COMMON TO SAID SECTIONS 11 AND 12; THENCE NORTH 00° 23' 32" WEST (DEEDED NORTH 00° 25' 27" WEST) ON SAID COMMON SECTION LINE 12 68 FEET TO THE CENTERLINE OF THE PEAVINE NORTH BRANCH DRAIN THENCE NORTH 89° 37' 05" EAST (DEEDED NORTH 89° 34' 35" EAST) ON SAID CENTERLINE 1048 05 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE AMTRAK RAILROAD; THENCE NORTH 35° 55' 01" EAST (DEEDED NORTH 35° 54' 38" EAST) ON SAID WESTERLY RIGHT OF WAY LINE 496 03 FEET; THENCE SOUTH 89° 21' 13" WEST 567 25 FEET (DEEDED SOUTH 89° 19' 36" WEST 567 08 FEET); THENCE NORTH 00° 04' 07" WEST (DEEDED NORTH 00° 04' 27" WEST) 296 02 FEET: THENCE SOUTH 89° 03 12" WEST (DEEDED SOUTH 89° 19 36" WEST) 40 00 FEET; THENCE NORTH 00° 03' 57" WEST (DEEDED NORTH 00° 04' 27" WEST) 613 49 FEET TO THE NORTH LINE OF SAID SECTION 12 ; THENCE NORTH 89° 50' 32" EAST (DEEDED NORTH 89° 49 52" EAST) ON SAID NORTH SECTION LINE 212 28 FEET; THENCE NORTH 00° 05' 50" WEST (DEEDED NORTH 00° 06' 26" WEST) 263 38 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INDUSTRIAL DRIVE; THENCE NORTH 89° 50 32" EAST (DEEDED NORTH 89° 49' 52 EAST) ON SAID SOUTHERLY RIGHT OF WAY LINE 66 00 FEET, THENCE SOUTH 00° 05' 50" EAST (DEEDED SOUTH 00° 06' 26" EAST) 263 38 FEET TO SAID NORTH SECTION LINE; THENCE NORTH 89° 50 32" EAST (DEEDED NORTH 89° 49' 52" EAST) ON SAID NORTH SECTION LINE 330 00 FEET; THENCE NORTH 00° 05 50" WEST (DEEDED NORTH 00° 07' 08" WEST) 263 98 FEET; THENCE SOUTH 89° 47' 47" WEST (DEEDED SOUTH 89° 40' 49" WEST) 231 00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID INDUSTRIAL DRIVE; THENCE NORTH 00° 05' 50" WEST (DEEDED NORTH 00° 07' 08" WEST) ON SAID EASTERLY RIGHT OF WAY LINE 79 91 FEET; THENCE NORTHERLY 116 55 FEET ON SAID EASTERLY RIGHT OF WAY LINE AND ON A 82 50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 41° 18' 11" WEST (DEEDED NORTH 40° 35 22" WEST) 107 09 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 49 44 FEET ON SAID EASTERLY RIGHT OF WAY LINE AND ON A 35 00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 38° 52' 29" WEST (DEEDED NORTH 40° 35 22" WEST) 45 43 FEET; THENCE NORTH 00° 05' 50" WEST (DEEDED NORTH 00° 07' 08" WEST) ON SAID EASTERLY RIGHT OF WAY LINE 330 68 FEET; THENCE NORTH 89° 46' 22" EAST (DEEDED NORTH 89° 46' 49" EAST) 330 00 FEET; THENCE NORTH 00° 05' 50" WEST (DEEDED NORTH 00° 07' 08" WEST) 527 25 FEET; THENCE SOUTH 89° 46' 22" WEST (DEEDED SOUTH 89° 46' 49" WEST) ON THE NORTHERLY LINE AND NORTHERLY LINE EXTENDED OF OUT LOT B', "DOWAGIAC INDUSTRIAL PARK", BEING A SUBDIVISION IN SAID SECTION 1, RECORDED IN LIBER 1-K OF PLATS, PAGES 540, 541 542 543 AND 544, CASS COUNTY RECORDS, 850 23 FEET; THENCE NORTHWESTERLY 47 25 FEET ON SAID NORTHERLY LOT LINE AND ON A 30 00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 45° 08' 12" WEST (PLATTED NORTH 45° 09' 49" WEST) 42 50 FEET TO THE EAST RIGHT OF WAY LINE OF WOODHOUSE DRIVE IN SAID "DOWAGIAC INDUSTRIAL PARK"; THENCE SOUTH 00° 00' 39" WEST (PLATTED SOUTH 00° 00' 27" EAST) ON SAID EAST RIGHT OF WAY LINE 126 00 FEET;

THENCE NORTHEASTERLY 47 00 FEET ON THE SOUTHERLY LINE OF SAID OUT LOT 'B' AND ON A 30 00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 44° 55' 09" EAST (PLATTED NORTH 44° 53' 11" EAST) 42 34 FEET; THENCE NORTH 89° 46' 22" EAST (PLATTED NORTH 89° 45' 49" EAST) ON THE SOUTH LINE AND SOUTH LINE EXTENDED OF SAID OUTLOT 'B', ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SAID INDUSTRIAL DRIVE 454 65 FEET; THENCE SOUTHEASTERLY 47.07 FEET ON SAID SOUTH RIGHT OF WAY LINE AND ON A 30 00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 44° 59' 33" EAST (DEEDED SOUTH 45° 10' 09" EAST) 42 39 FEET TO THE WEST RIGHT OF WAY LINE OF SAID INDUSTRIAL DRIVE; THENCE SOUTH 00° 05' 50" EAST (DEEDED SOUTH 00° 07' 08" EAST) ON SAID WEST RIGHT OF WAY LINE 799 93 FEET; THENCE SOUTH 89° 47' 00" WEST 257 28 FEET (DEEDED SOUTH 89° 46' 49" WEST 257 12 FEET) TO THE EAST LINE OF SAID "DOWAGIAC INDUSTRIAL PARK", THENCE SOUTH 00° 05' 39" EAST ON SAID EAST PLAT LINE (PLATTED SOUTH 00° 07' 08" EAST) 250 00 FEET TO THE SOUTHEAST CORNER OF SAID "DOWAGIAC INDUSTRIAL PARK"; THENCE SOUTH 89° 47' 00" WEST (PLATTED SOUTH 89° 43' 47" WEST) ON THE SOUTH LINE OF SAID "DOWAGIAC INDUSTRIAL PARK" 259 20 FEET TO SAID EAST RIGHT OF WAY LINE OF WOODHOUSE DRIVE; THENCE SOUTH 00° 00' 39" WEST (PLATTED SOUTH 00° 00' 27" EAST) ON SAID EAST RIGHT OF WAY LINE 69 55 FEET TO THE SOUTH LINE OF SAID "DOWAGIAC INDUSTRIAL PARK" THENCE SOUTH 89° 47' 21" WEST (PLATTED SOUTH 89° 43' 47" WEST) ON SAID SOUTH PLAT LINE 66 00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID WOODHOUSE DRIVE; THENCE SOUTH 00° 00 39" WEST (DEEDED SOUTH 00° 00' 27" EAST) ON SAID WEST RIGHT OF WAY LINE 651 66 FEET; THENCE SOUTHERLY 28 57 FEET ON SAID WEST RIGHT OF WAY LINE AND ON A 30 00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 28° 04' 17" WEST (DEEDED SOUTH 25° 28' 12" WEST) 27 50 FEET; THENCE SOUTHERLY 203 91 FEET ON SAID WEST RIGHT OF WAY LINE AND ON A 80 00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 18° 08' 48" EAST 153 03 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID WOODHOUSE DRIVE; THENCE SOUTH 89° 20 17" WEST (DEEDED SOUTH 89° 18 57" WEST) 359 00 FEET TO SAID COMMON SECTION LINE; THENCE NORTH 00° 23' 32" WEST (DEEDED NORTH 00° 25' 27" WEST) ON SAID COMMON SECTION LINE 723 11 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM THAT PART OF SECTION 12 TOWNSHIP 6 SOUTH, RANGE 16 WEST, CITY OF DOWAGIAC CASS COUNTY, MICHIGAN DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 00° 23' 32" EAST (DEEDED NORTH 00° 25' 27" WEST) ON THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 723 11 FEET; THENCE NORTH 89° 20' 17" EAST (DEEDED NORTH 89° 18' 57" EAST) 359 00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID WOODHOUSE DRIVE, THENCE WESTERLY 25 75 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE AND ON A 80 00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 79° 15' 49" WEST 26 62 FEET THE EASTERLY RIGHT OF WAY LINE OF SAID WOODHOUSE DRIVE AND THE POINT OF BEGINNING OF THE EXCEPTION HEREIN DESCRIBED; THENCE NORTHERLY 174 45 FEET ON SAID EASTERLY RIGHT OF WAY LINE AND ON A 80 00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 07° 12' 43" EAST 141 89 FEET. THENCE NORTHERLY 28 62 FEET ON SAID EAST RIGHT OF WAY LINE AND ON A 30 00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 27° 25' 34" WEST (DEEDED NORTH 27° 10' 32" WEST) 27 35 FEET; THENCE NORTH 00° 00' 39" EAST (DEEDED NORTH 00° 09' 12" EAST) ON SAID EAST RIGHT OF WAY LINE 81 54 FEET; THENCE SOUTH 89° 59' 21" EAST (DEEDED SOUTH 89° 50' 48" EAST) 235 00 FEET; THENCE SOUTH 00° 00' 39" WEST PARALLEL WITH SAID EAST RIGHT OF WAY LINE 249 36 FEET (DEEDED SOUTH 00° 09' 12" WEST 250 00 FEET); THENCE NORTH 89° 20' 30" EAST (DEEDED NORTH 89° 18' 22" EAST) 25 09 FEET; THENCE SOUTH 00° 00' 48" WEST (DEEDED SOUTH 00° 04' 27" EAST) 447 03 FEET THENCE SOUTH 89° 19 47" WEST (DEEDED SOUTH 89° 18' 22" WEST) 285 02 FEET; THENCE NORTH 00° 00' 33" WEST (DEEDED NORTH 00° 04' 27" WEST) 451.49 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID WOODHOUSE DRIVE AND POINT OF BEGINNING

CONTAINING 69 60 ACRES MORE OR LESS

BEARINGS ARE RELATED TO THE SOUTH LINE OF PHASE 1, "DOWAGIAC BUSINESS PARK", SUBDIVISION PLAN NO 25, CASS COUNTY RECORDS

PROPOSED — NEED NOT BE BUILT

WIGHTMAN & ASSOCIATES, INC
ENGINEERING
SURVEYING
ARCHITECTURE

JOHN G. KAMER
P.S. — 27449

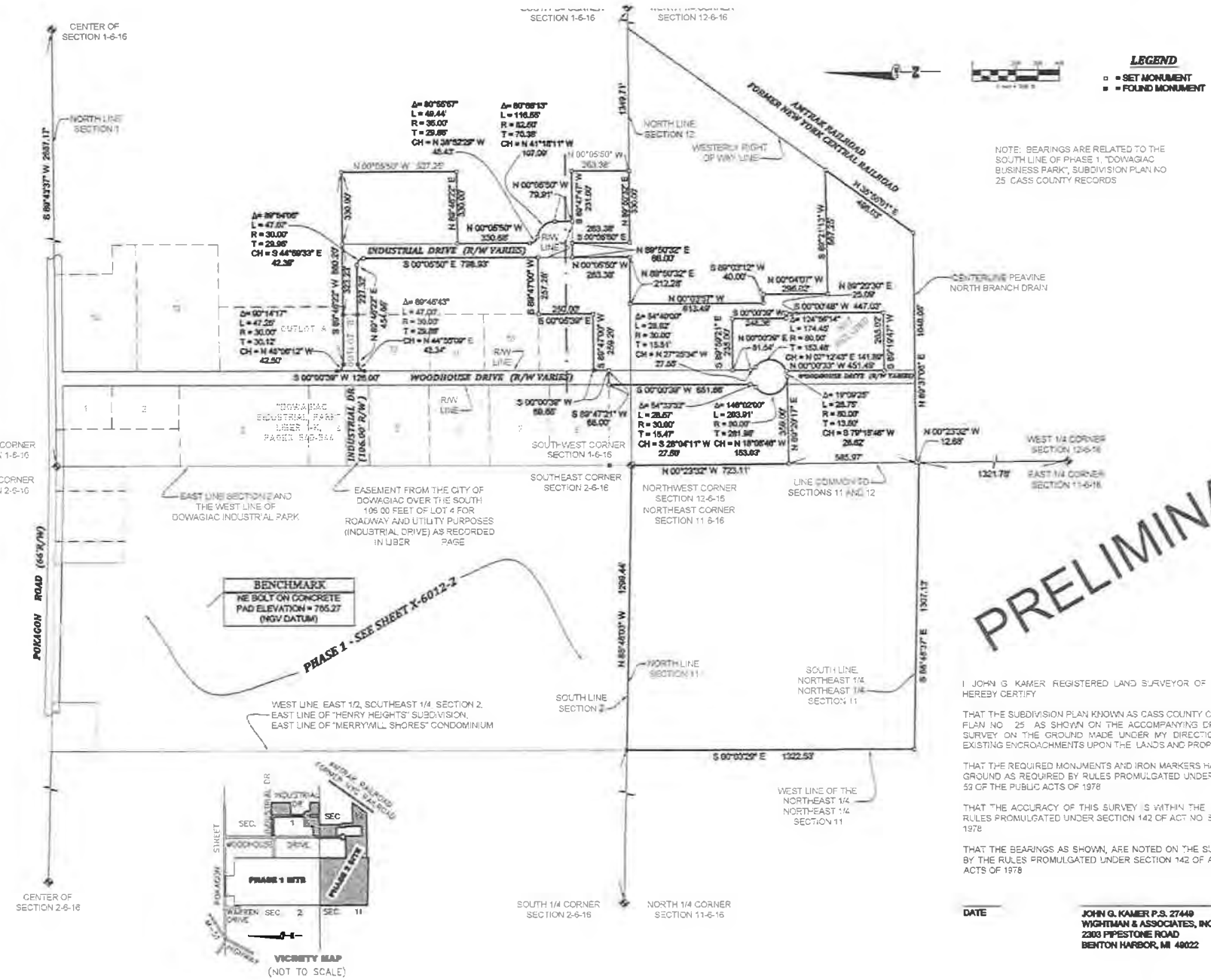
REPLAT NO. 1
DOWAGIAC
BUSINESS PARK

CITY OF
DOWAGIAC

REVISIONS

COVER SHEET

X-6012-1



I JOHN G KAMER REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY

THAT THE SUBDIVISION PLAN KNOWN AS CASS COUNTY CONDOMINIUM SUBDIVISION PLAN NO 25 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO 59 OF THE PUBLIC ACTS OF 1978

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO 59 OF THE PUBLIC ACTS OF 1978

THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO 59 OF THE PUBLIC ACTS OF 1978

DATE

JOHN G. KAMER P.S. 27449
WIGHTMAN & ASSOCIATES, INC.
2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022

PROPOSED - NEED NOT BE BUILT

WIGHTMAN & ASSOCIATES, INC.

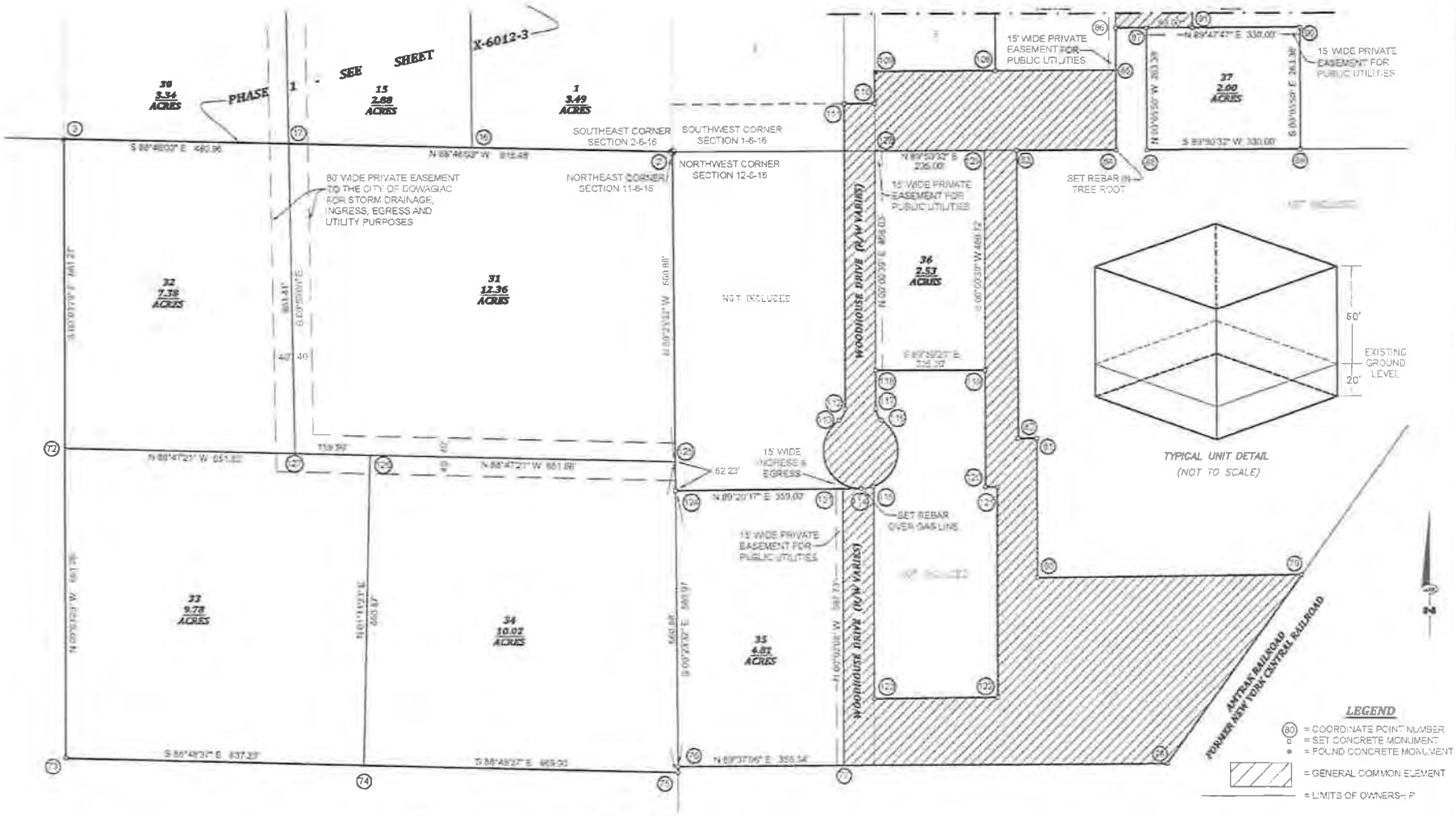
JOHN G. KAMER
P.S. - 27449

REPLAT NO. 1
DOWAGIAC BUSINESS PARK

CITY OF DOWAGIAC
241 SOUTH FRONT STREET
DOWAGIAC MI 49047

SURVEY PLAN (PHASE 2)

X-6012-2A



POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
72	42116.2068	46998.3144	97	43017.7777	49314.3117	102	43973.3968	48132.3709	117	42203.2241	48732.3360
73	41296.9440	46996.1942	98	42754.3981	49314.3592	103	44003.3966	48132.4980	118	42204.7041	48732.0503
74	41843.1121	47006.2742	99	42753.3060	49644.9573	104	44005.1356	48216.9148	119	42264.7198	48997.2509
75	41429.3017	48306.0335	100	43018.9666	49644.5598	105	43975.1012	49246.8650	120	42206.3601	48997.0961
76	41442.4859	48303.9460	101	43017.9653	49413.5114	106	43173.2353	49246.2434	121	42206.5483	48992.2907
77	41444.5536	48661.3932	102	43097.7143	49413.3757	107	43173.2594	48990.5511	122	41569.6164	48991.3690
78	41449.4830	48953.9734	103	42778.2243	49524.6918	108	42809.2597	48991.3723	123	41566.5157	48736.8871
79	41851.1627	49544.9496	104	42773.5924	49714.7790	109	42824.2795	48732.1736	124	42206.6377	48736.9340
80	41544.7340	49077.7340	105	42544.2719	49513.6172	110	42864.5205	48704.1605	125	42200.6862	47[illegible]
81	42140.8038	49077.3792	106	42545.9805	49643.6166	111	42862.5867	48666.1656	126	42104.4377	47[illegible]
82	42140.1429	49037.7854	107	42528.3046	49643.1697	112	41202.7267	48666.0379	127	42107.8156	47[illegible]
83	42753.6324	49206.5832	108	44072.6296	49642.7428	113	42178.4613	48613.0979	128	42202.2[illegible]	47[illegible]
84	42754.2165	49249.9583	109	44071.5106	49317.4713	114	42203.0456	48100.7583	129	42[illegible]	47[illegible]
85	42905.2377	49248.6971	110	44069.3381	48782.5295	115	42208.0297	48106.9438	130	[illegible]	[illegible]
86	43017.5961	49248.5119	111	44069.3385	48132.3848	116	42176.7705	48144.0278	131	[illegible]	48[illegible]

PRELIMINARY

PROPOSED - NEED NOT BE BUILT

WIGHTMAN & ASSOCIATES INC.
ENGINEERING
SURVEYING
ARCHITECTURE

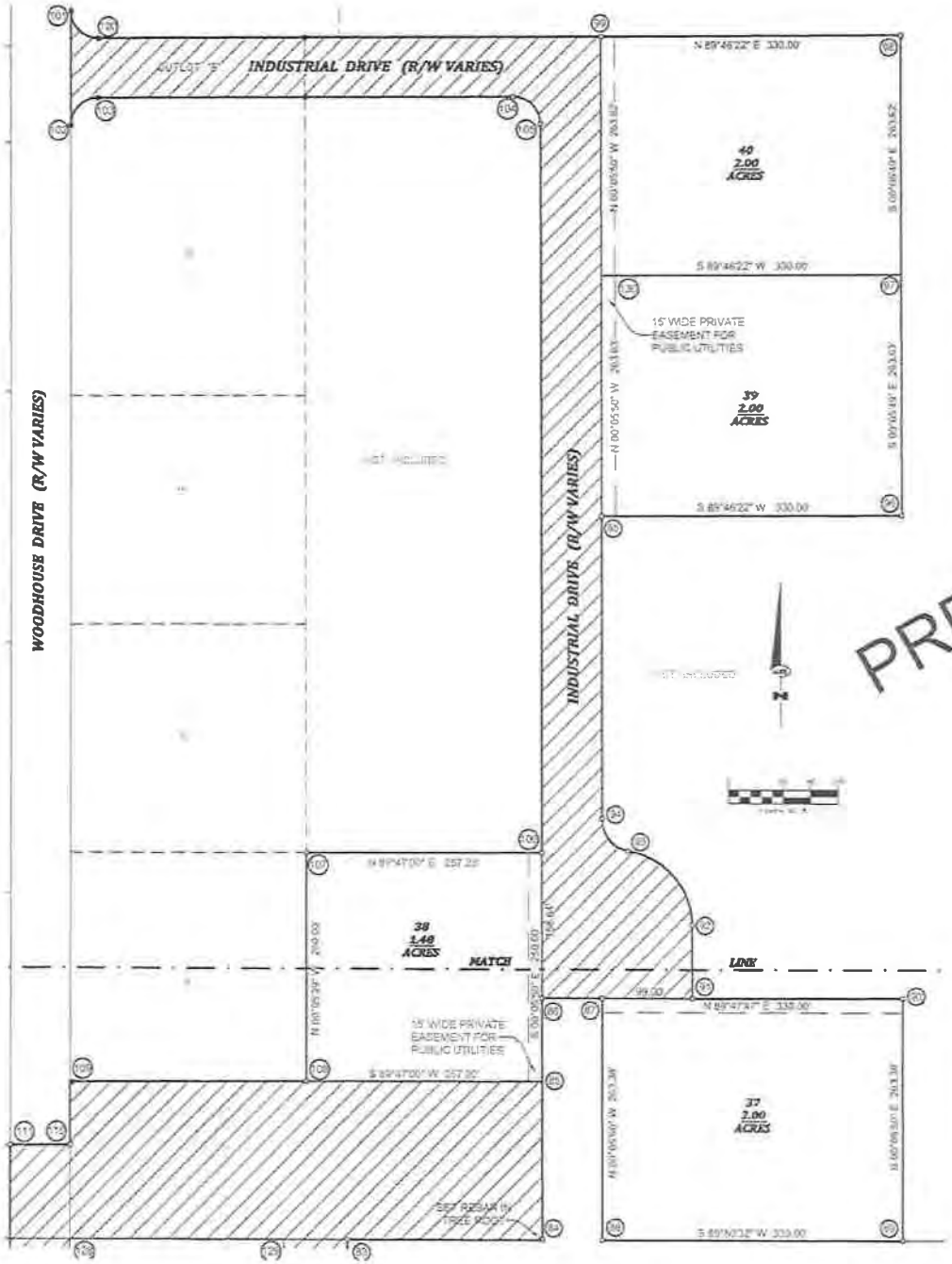
JOHN C. KAMER
P.S. - 27646

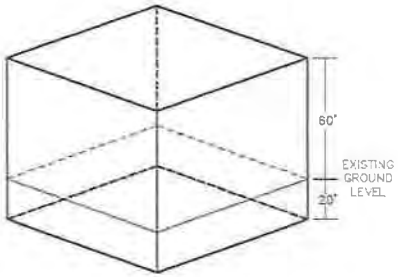
REPLAT NO. 1
DOWAGIAC BUSINESS PARK

CITY OF DOWAGIAC

SITE PLAN
(PHASE 2)

X-6012-3A





TYPICAL UNIT DETAIL
(NOT TO SCALE)

PRELIMINARY

LEGEND

- = COORDINATE POINT NUMBER
- = SET CONCRETE MONUMENT
- = FOUND CONCRETE MONUMENT
- = GENERAL COMMON ELEMENT
- = LIMITS OF OWNERSHIP

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
72	42318.2095	49669.5144	87	42017.1777	49164.3117
73	41456.8440	49669.1840	88	42754.1961	49314.9502
74	41443.7751	47836.2742	89	42755.3062	49644.9673
75	41429.8017	46006.0335	90	43018.5956	49644.5096
76	41442.4859	45905.9460	91	43017.8653	49413.5114
77	41444.6529	46061.2830	92	43587.1752	49413.3757
78	41449.4672	46053.6734	93	43178.2243	49342.5958
79	41851.1827	49644.5491	94	43013.3924	49314.1790
80	41844.7362	49077.7548	95	43644.2719	49313.5172
81	42140.8035	49077.3799	96	43545.5805	49643.6186
82	42140.1429	49037.3854	97	43809.2045	49643.1857
83	42753.0324	49036.6802	98	44072.8285	49642.7528
84	42754.2165	49249.9964	99	44071.5199	49312.7253
85	42509.2237	49246.0671	100	44069.3081	49312.5285
86	43017.3961	49246.5779	101	44069.3081	49312.3349

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
102	43975.3568	48732.3709	117	42093.2041	48732.5380
103	44003.7380	48762.2663	118	42084.7641	48732.2533
104	44065.1326	48216.0148	119	42084.7198	48967.0629
105	43975.7612	48748.5850	120	42206.3601	48967.0061
106	43176.2932	48248.2424	121	42206.6483	48952.0929
107	43175.2594	48890.9651	122	41989.6164	48951.4896
108	42825.2947	48891.3723	123	41985.5747	48728.9872
109	42824.2196	48732.1730	124	42028.4377	48301.8350
110	42854.6299	48732.1606	125	42090.6662	48301.5069
111	42854.3967	48666.1426	126	42104.4377	47649.9969
112	42002.7297	48666.0379	127	42107.8188	47480.0442
113	42178.4613	48600.0979	128	42152.7945	48732.1413
114	42093.0254	48100.7343	129	42753.4471	48967.1410
115	42028.0237	48726.9138	130	43807.8969	48313.1993
116	42178.7705	48144.7376	131	42002.5855	48662.9111

PROPOSED - NEED NOT BE BUILT

WIGHTMAN & ASSOCIATES INC
ENGINEERING & SURVEYING

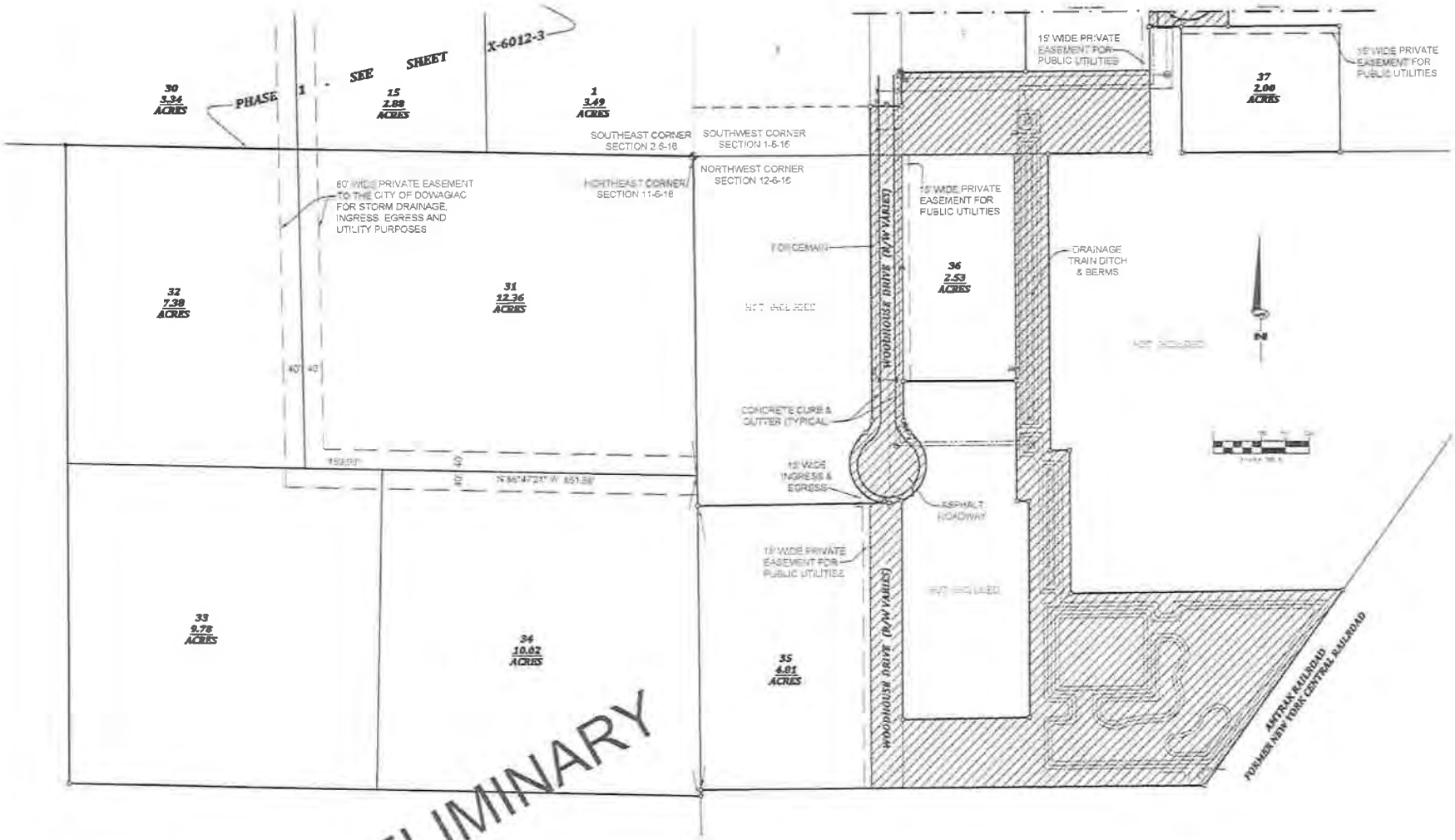
JOHN C. KAMER
P.S. - 27449

REPLAT NO. 1
DOWAGIAC
BUSINESS PARK

CITY OF
DOWAGIAC

SITE PLAN
(PHASE 2)

X-6012-3B



GENERAL NOTATION FOR ALL UNITS

ALL UNITS ARE SERVED WITH SEWER FROM THE CITY OF DOWAGIAC
ALL UNITS ARE SERVED WITH WATER FROM THE CITY OF DOWAGIAC
ALL UNITS ARE SERVED WITH TELEPHONE BY GENERAL TELEPHONE COMPANY
ALL UNITS ARE SERVED WITH ELECTRIC BY AMERICAN ELECTRIC POWER COMPANY & THE CITY OF DOWAGIAC
ALL UNITS ARE SERVED WITH GAS BY SEMCO ENERGY GAS COMPANY

LEGEND

- = LIMITS OF OWNERSHIP
- = STORM SEWER CURB INLET
- = STORM SEWER MANHOLE
- = SANITARY SEWER MANHOLE
- = WATER VALVE
- = FIRE HYDRANT
- = ELECTRIC RISER BOX
- = TELEPHONE RISER BOX
- = LIGHT POLE
- = SHUT OFF VALVE
- = GAS MARKER FLAG
- = SET CONCRETE MONUMENT
- = FOUND CONCRETE MONUMENT
- = GENERAL COMMON ELEMENT

UTILITY	*SOURCE OF LOCATION*
STORM SEWER, LINES & BERMS	PLANS PREPARED BY THIS OFFICE
SANITARY SEWER	PLANS PREPARED BY THIS OFFICE
WATER	PLANS PREPARED BY THIS OFFICE
TELEPHONE	AS INDICATED BY DEVELOPER/FIELD OBSERVATIONS
GAS	AS INDICATED BY DEVELOPER/FIELD OBSERVATIONS
ELECTRIC	AS INDICATED BY DEVELOPER/FIELD OBSERVATIONS

PROPOSED - NEED NOT BE BUILT

Wightman & Associates Inc.

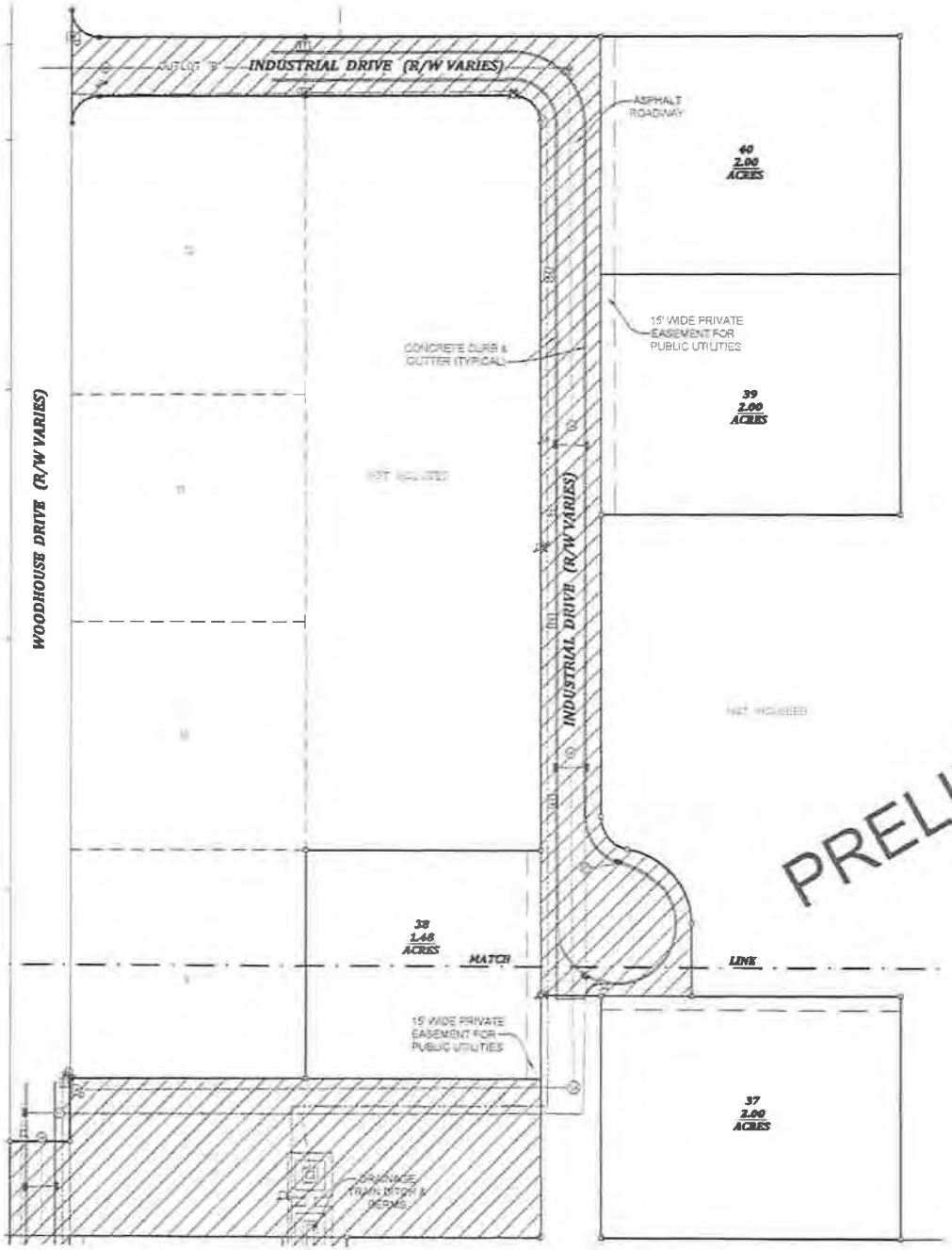
JOHN C. KAMER
P.S. - 27449

REPLAT NO. 1
DOWAGIAC
BUSINESS PARK

CITY OF
DOWAGIAC

UTILITY PLAN
(PHASE 2)

X-6012-4A



PRELIMINARY

LEGEND

- = LIMITS OF OWNERSHIP
- = STORM SEWER CURB INLET
- = STORM SEWER MANHOLE
- = SANITARY SEWER MANHOLE
- = WATER VALVE
- = FIRE HYDRANT
- = ELECTRIC RISER BOX
- = TELEPHONE RISER BOX
- = LIGHT POLE
- = SHUT OFF VALVE
- = GAS MARKER FLAG
- = SET CONCRETE MONUMENT
- = FOUND CONCRETE MONUMENT
- = GENERAL COMMON ELEMENT

UTILITY	SOURCE OF LOCATION
STORM SEWER, LINED & BERMS	PLANS PREPARED BY THIS OFFICE
SANITARY SEWER	PLANS PREPARED BY THIS OFFICE
WATER	PLANS PREPARED BY THIS OFFICE
TELEPHONE	AS INDICATED BY DEVELOPER/FIELD OBSERVATIONS
GAS	AS INDICATED BY DEVELOPER/FIELD OBSERVATIONS
ELECTRIC	AS INDICATED BY DEVELOPER/FIELD OBSERVATIONS

N

GENERAL NOTATION FOR ALL UNITS

ALL UNITS ARE SERVED WITH SEWER FROM THE CITY OF DOWAGIAC
ALL UNITS ARE SERVED WITH WATER FROM THE CITY OF DOWAGIAC
ALL UNITS ARE SERVED WITH TELEPHONE BY GENERAL TELEPHONE COMPANY
ALL UNITS ARE SERVED WITH ELECTRIC BY AMERICAN ELECTRIC POWER COMPANY & THE CITY OF DOWAGIAC
ALL UNITS ARE SERVED WITH GAS BY SEMCO ENERGY GAS COMPANY

PROPOSED - NEED NOT BE BUILT

WIGHTMAN & ASSOCIATES, INC
ENGINEERING
SURVEYING
ARCHITECTURE

JOHN C. KAMER
P.S. - 27445

REPLAT NO. 1
DOWAGIAC
BUSINESS PARK

CITY OF
DOWAGIAC

UTILITY PLAN
(PHASE 2

X-6012-4B

CITY OF DOWAGIAC

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

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

***DATE*:** **October 23, 2015**

***SUBJECT*:** **Utility Extension Agreement – Creative Foam**

A resolution and memorandum of understanding is on Monday's agenda to approve an agreement with Creative Foam Corporation for the extension of a new electric service to their facility. Attached is a memo from Rose Scherr, which provides details on the agreement.

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

RECOMMENDATION

Approve the resolution and memorandum of understanding for a new electric service to Creative Foam Corporation.

Support Documents:
- Cover Memo-City Mgr.
- Cover Memo-Dept. Head
- Resolution
- Personnel Manual

Resolution #6
October 26, 2015

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

WHEREAS, Dowagiac City Code, Article V – Electric Provisions and Rates, Section 82-262: Application for Service, allows for the provision of both separate and/or special agreements between the City and an electric customer, and;

WHEREAS, City administration wishes to establish a Utility Extension Agreement to outline the conditions and terms under which a separate and/or special agreement is granted, and;

WHEREAS, Creative Foam Corporation has requested additional electric capacity be supplied to their facility located at 55210 Rudy Road, Dowagiac, Michigan to accommodate additional manufacturing equipment, necessitating the creation and approval of such agreement, and;

WHEREAS, the agreement between the City and Creative Foam Corporation provides for the application of construction cost credits for additional electric usage over a two (2) year period to off-set the City's expense for installation of utilities, and;

WHEREAS, at the end of the two (2) year period Creative Foam will be billed for remaining costs of improvements, if any, and;

WHEREAS, the attached agreement, which satisfies the requirements of Dowagiac City Code, and which has been approved by Creative Foam Corporation, is hereby recommended for approval.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt and approve the Utility Extension Agreement with Creative Foam Corporation, as attached herewith and by reference made a part hereof, for extension of additional electric capacity at their facility located at 55210 Rudy Road, Dowagiac, Michigan and in complete compliance with the requirements of Dowagiac City Code.

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

ADOPTED/REJECTED

MEMO

TO: Kevin Anderson, City Manager

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

DATE: October 20, 2015

RE: Memorandum of Understanding – Creative Foam Corporation Utility Extension

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Attached for Council consideration are a Resolution and a Memorandum of Understanding for a Utility Extension Agreement with Creative Foam Corporation. The agreement is compliant with Dowagiac Code, Article V. Electric Provisions and Rates, Sec.82-262.

City Staff have been working with representatives from Creative Foam over the past several months to address the increased electric demand the company requires for the installation of approximately $3 million in new equipment over the next two (2) years. The company is requesting the installation of an underground service extension on the west side of the building to include a transformer.

The memorandum of understanding outlines a New Business Extension Policy for electric service which requires the extension of the City's existing distribution lines. The City will cover the costs of the labor, equipment, material and overhead when the estimated increased electric revenue, stability of the business and prospective load growth reasonably warrants the capital expenditure.

Upon installation, over the next two (2) year period, the City will track the increased electric usage for Creative Foam to ensure the costs of the improvements are recouped. At the end of the two (2) year period, if the increased electric usage has not covered the cost of the improvements, the City will balance bill Creative Foam for the remainder of the costs for immediate payment. This recommended Utility Extension Agreement was modeled after a similar policy used in South Haven.

While several options were discussed with Creative Foam, the Extension Agreement was the best choice for moving forward. The cost of labor, equipment, material and overhead is estimated at $114,600.

As an example on how the agreement may work, in 2012, Creative Foam installed new equipment with the City sharing in the cost of the upgrades to the electric. The company increased their electric usage by an average of 8.5% in both 2013 and 2014. The City's capital expenditures were approximately $93,000 for the upgrades with all costs being recouped over the following two (2) year period.

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

MEMORANDUM OF UNDERSTANDING

UTILITY EXTENSION AGREEMENT

This Utility Extension Agreement is made as of OCT. 14, 2015, between Creative Foam, a Michigan corporation, located at 55210 Rudy Road, Dowagiac, Michigan 49047 ("Company"), and the City of Dowagiac, a Michigan municipal corporation, the business address of which is 241 South Front Street, Dowagiac, Michigan 49047 ("City").

Creative Foam has requested additional electric capacity be supplied to their facility on Rudy Road to accommodate additional manufacturing equipment. The parties agree as follows:

CHARGES FOR SYSTEM IMPROVEMENTS OR RELOCATIONS

The maintenance of any of the utility systems located in street or road rights of way or on accepted easements is the responsibility of the City of Dowagiac utility operations. In some cases utility system line extensions onto the customer property may be the responsibility of the City utility operation.

System improvement work which is performed by the City at its own initiation will be completed at the expense of the utility operations and paid for by utility funds.

System improvement work, which is performed for the benefit of the customer or other independent agency, will be performed at the expense of the requesting party. If new revenues will result from the improvement, these revenues may be applied for construction cost credits in accordance with the appropriate new business extension policy covered under that section.

Relocation of facilities in public streets and roads which is required due to conflict with the construction of road improvements will be performed at the expense of the utility operations. Relocation of utility facilities either in the street or road right of way or on private property which is performed at the request of a party other than the street or road agency will be performed at the expense of the requesting party.

NEW BUSINESS EXTENSION POLICY

General

When application is made for electric service which requires the extension of the City's existing distribution lines, the City will make such extensions when the estimated annual revenue, probable stability of the business, prospective load growth and financial contribution in aid of construction will reasonably warrant the capital expenditure required. All new business extensions must meet the policies of the City of Dowagiac as prescribed in the following policy statements.

OVERHEAD EXTENSIONS

Single Customer

The City will extend secondary voltage lines two spans (one new pole), including the service line, free of charge. Secondary extensions of greater than two spans and primary voltage overhead line extensions to serve a single customer shall require a one hundred (100%) cost reimbursement, over a two (2) year period, of the estimated cost of the line extension excluding the cost of the service connection.

Over a two (2) year period, the City will track the increased electric utility usage to be applied to off-set the total cost to the City for the electric improvements to "Company". At the end of the two (2) year period, should the increased electric usage not have covered the total cost of the improvements, the City will balance bill the remainder of the costs to "Company" for immediate payment.

The total estimated job cost will include labor, equipment, material and overhead's as determined by the City and will include the cost of transformers and tree work, if required.

OVERHEAD SERVICE CONNECTIONS

SECONDARY VOLTAGE

Where suitable supply is available, the City will install overhead service wires from its distribution lines to a selected point of attachment on the customer's premises in accordance with the existing extension policy. The City shall select the location of this point of attachment. Should it become necessary for any cause beyond the City's control to change the location of this point of attachment all costs of any changes required in the customer's service entrance wiring made necessary thereby shall be borne by the customer.

The selected point of attachment, for the service wires to the customer's premises, shall be such that adequate ground clearances, suitable to the use and need of the area crossed over, may be maintained to meet all applicable code requirements. Where the height and design of the building or facility to be served is such that the above stated condition cannot be met, or in the event there is no permanent building, the customer shall provide and continuously maintain, at their expense, a suitable attachment structure. If necessary the City will provide one (1) pole, in accordance with the City extension policy, on the customer's property to reach the point of attachment or to hold the meter socket.

Service runs shall be as short as practicable. The customer will be responsible for providing a connection attachment on the building capable of one span of the applicable service conductor. The customer will provide a minimum of thirty-six (36) inches of service wire extended beyond the point of entry to the building for attachment to the service conductor. The point of attachment, on a building, shall be located so as to provide adequate clearance of the service lines and connections from windows, shutters, awnings, eaves, troughs, down spouts, vent pipes, radio antenna, lightning rods, chimneys and similar appurtenances of the structure, in accordance with all applicable building and electrical codes.

PRIMARY VOLTAGE

When required, the City will provide connections for overhead primary service connections either to serve customer-owned transformers located on their premises or to serve transformers owned by the City and located on the customer's premises. The City will determine the method for metering primary voltage service customers.

1. Other Primary Customers - The costs of purchasing and installing the transformer will be included in the cost of providing the overhead extension to serve the customer. Over a two (2) year period, the customer will be responsible for one hundred percent (100%) of the total estimated cost of installing the overhead primary lines including the cost of transformer and the cost of the meter installation. Over a two (2) year period, the City will track the increased electric utility usage to be applied to off-set the total cost to the City for the electric improvements to "Company". At the end of the two (2) year period, should the increased electric usage not have covered the total cost of the improvements, the City will balance bill the remainder of the costs to "Company" for immediate payment.

UNDERGROUND EXTENSIONS

Single Customer

Extensions to single customer's residential, commercial or industrial which require primary voltage extensions shall require a cost reimbursement, over a two (2) year period, of one hundred percent (100%) of the estimated cost of the line extension excluding the cost of the service connections. Over a two (2) year period, the City will track the increased electric utility usage to be applied to off-set the total cost to the City for the electric improvements to "Company". At the end of the two (2) year period, should the increased electric usage not have covered the total cost of the improvements, the City will balance bill the remainder of the costs to "Company" for immediate payment.

The total estimated job cost will include labor, equipment, material and overhead's as determined by the City and will include the cost of transformers and tree work, if required.

UNDERGROUND FACILITIES ON CUSTOMER'S PROPERTY

The owner, developer or customer requesting underground utility service shall provide adequate sub-grade (within 6" of final grade) prior to the installation of all underground utilities. Permanent survey markers indicating property lines must be installed and maintained by the customer. Any subsequent rebuilding or relocation required due to change in grade or other alterations shall be done at the customer's expense.

UNDERGROUND SERVICE CONNECTIONS

At Secondary Voltages

The City, at its option, may require the installation of underground service wire from the customers meter connection to the most available point of attachment to the City's secondary voltage system. The customer will be required to pay the difference in cost between the cost of

underground construction and the equivalent overhead cost in accordance to the rate established by the City Council which may be changed from time to time.

Meter locations shall be provided on the customer's premises as required by local codes. Customer's meters are not allowed to be located on City poles unless by special permission of the Department of Public Works.

Customers may elect underground service in overhead service where available. The customer will be responsible for the difference in cost between the underground construction costs and the equivalent overhead costs at the rate approved by the City Council which may be changed from time to time.

At Primary Voltages
When required, the City will provide connections for underground primary service connections either to serve customer owned transformers located on their premises or to serve transformers owned by the City and located on the customer's premises.

Other Primary Customers - The costs of purchasing and installing the transformer will be included in the cost of providing the underground extension to serve the customer. The customer will pay, over a two (2) year period, one hundred percent 100 of the total estimated cost of installing the underground primary lines including the cost of transformer and the cost of the meter installation. Over a two (2) year period, the City will track the increased electric utility usage to be applied to off-set the total cost to the City for the electric improvements to "Company". At the end of the two (2) year period, should the increased electric usage not have covered the total cost of the improvements, the City will balance bill the remainder of the costs to "Company" for immediate payment.

By signing below, "Company" and "City" agree to the terms and conditions contained in this agreement.

CITY OF DOWAGIAC	CREATIVE FOAM
By:_____	By:_____
Title:_____	Title: V. P. MANUFACTURING
By:_____	By:_____
Title:_____	Title:_____

MEMO

TO: **Mayor and Council Members**

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

DATE: **October 22, 2015**

RE: **School Millage Proposals**

At the last City Council meeting DUSD Superintendent, Paul Hartsig, shared the details of the two ballot proposals that will be on the November 3, 2015 general election. After the presentation Council asked for a Resolution of Support to be drafted for consideration at the October 26, 2015 Council Meeting.

RECOMMENDATION

Approve resolution of support for the school millage proposals.

Resolution #7
October 23, 2015

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

WHEREAS, a strong, quality educational system in important to the overall economic and social fabric of communities, and;

WHEREAS, The Dowagiac Union School District has been transparent in their efforts to study options for improving aging buildings and communicate their findings with the community, and;

WHEREAS, the City of Dowagiac City Council has reviewed in detail Dowagiac Union School District's millage election proposals and find that the proposed improvements are necessary to creating the best possible educational opportunities for the children of the community, and;

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac hereby encourage all citizens to exercise their right to vote in the November 3, 2015 general election and support critical improvements to the Dowagiac Union School District facilities.

ADOPTED/REJECTED

Resolution # 8
October 26, 2015

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 #2 for the periods ending 10/11/15:

Invoices -	$772,448.99
Payroll #2 - weeks ending 10/11/15	$120,307.45
Total	$892,756.44

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

BILLS	PAYROLL	TOTAL
$772,448.99	$120,307.45	$892,756.44

Ayes:

Nays:

Absent:

Abstain:

Jane P. Wilson, City Clerk

EXP CHECK RUN DATES 10/22/2015 - 10/22/2015
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

Vendor		Description	Amount
ABSOPURE WATER COMPANY	83783002	BOTTLED WATER - 26461 NUBOUR	64.50
ABSOPURE WATER COMPANY	83783003	BOTTLED WATER/DEPOSIT - 26688 NUBOUR	36.25
ABSOPURE WATER COMPANY	55368399	C & C COOLER RENTAL - 26688 NUBOUR	6.00
ABSOPURE WATER COMPANY	55364565	C & C COOLER RENTAL - 25830 NUBOUR	6.00
ABSOPURE WATER COMPANY	83782998	BOTTLED WATER/DEPOSIT - 25830 NUBOUR	63.75
ABSOPURE WATER COMPANY	55362255	H & C COOLER RENTAL - CH	8.00
AIRGAS GREAT LAKES	9930729679	RENTAL ON CYLINDERS - WELDING SUPPLIES	67.60
ALTEC NUECO	10461451	#5 AUGER - SWITCH/TOGGLE/CONTROL KIT	777.55
ALTEC NUECO	5233616	#5 AUGER - INSPECT/LABOR/DRIVE/CONFIRM	880.00
AMERICAN ELECTRIC POWER	044-619-354-0-7	M-62 W LIFT STATION	46.57
AMERICAN ELECTRIC POWER	043-149-774-1-6	NUBOUR BOOSTER STATION	108.83
AMERICAN ELECTRIC POWER	049-501-336-1-3	CCWS - VANDALIA TOWER	32.34
AMERICAN ELECTRIC POWER	040-050-210-0-3	VINEYARD PL LIFT STATION	37.33
AMERICAN ELECTRIC POWER	CDOE_201509_01	SEPT 2015 ENERGY	516,094.80
AMERICAN WATER WORKS ASSOCIATION	00025544	MEMBERSHIP RENEWAL - BRADFORD	300.00
BILL GRANT	10/06/15	MUSEUM CLEANING AUGUST 2015	229.50
BILL GRANT	10/13/15	MUSEUM CLEANING - SEPT 2015	255.00
BRAD THOMAS EXCAVATING, INC.	10/05/15	RUSSOM FIELD DRAINAGE PROJECT - PE FINAL	47,585.25
CASS AREA UTILITY AUTHORITY	10/15/15	CASS WATER SYSTEM	7,332.42
CASS CNTY TRANSPORTATION AUTHORITY	1879	DISPATCHING SERVICES-SEPT 2015	14,277.06
CASS COUNTY PROSECUTOR'S OFFICE	9/30/15	PROSECUTION SERVICES JAN - AUG 2015	3,540.11
CASS COUNTY TREASURER	10/15/15	REFUNDS DEU FROM TAXING UNIT	291.15
CASTILLO-SOLIS, RAQUEL	10/22/2015	UB refund for account: 08-2216-22	36.32
COMCAST	8771402380126332	INTERNET SERVICE-FD	92.40
COMMUNITY ANSWERING SERVICE	2628101415	DISPATCHING SERVICES	120.00
CREATIVE VINYL SIGNS, INC.	30365	DONOR RECOGNITION SIGN	838.00
CREATIVE VINYL SIGNS, INC.	30350	J SNOW BLDG SIGN	6,825.00
DARLENE SERRATOS	10/15	ADVANCED DERM J SNOW BLDG -	8,000.00
DENNIS, TASHA E	10/22/2015	UB refund for account: 14-2827-7	93.81
DOUBLEDAY OFFICE PRODUCTS, INC	168891I	EXHIBIT SUPPLIES	132.84
DOUBLEDAY OFFICE PRODUCTS, INC	168626I	COPY PAPER	540.00
DOWAGIAC UNION SCHOOLS	201516-89	FUEL EXPENSES-SEPT 2015	4,576.79
DUST BUSTERS	10/14/15	CLEANING SERVICES 11/15	1,725.00
FANNIE M. MACON	10/14/15	AWARD AMOUNT	300.00
FIA CARD SERVICES	AT1AD8F91FCD	ICMA MEMBERSHIP	488.00
FIA CARD SERVICES	1335163	ECON DEV MEETING	26.21
FIA CARD SERVICES	0153723	MEETING	24.14
FIA CARD SERVICES	MEBK81QJY0915	CAUA AGENDA	14.96
FIA CARD SERVICES	05371C	MML CONFERENCE	183.44
FIA CARD SERVICES	07368C	MML CONFERENCE	125.53
FIA CARD SERVICES	02067C	MML CONFERENCE	24.25
FIA CARD SERVICES	00535C	ECON DEV MEETING	75.58
FIA CARD SERVICES	09127C	MML CONFERENCE	703.53
FIA CARD SERVICES	06157C	MML CONFERENCE	102.92
FIA CARD SERVICES	09322C	MML CONFERENCE	98.01
FIA CARD SERVICES	06340C	MML CONFERENCE	138.19
FIA CARD SERVICES	303584	MML CONFERENCE - HOTEL	2,641.11
FIA CARD SERVICES	00710C	MEETING	20.07
FIA CARD SERVICES	62857	HEADSET BATTERY & EAR CUSHIONS	51.85

Vendor		Description	Amount
FIA CARD SERVICES	02588C	D EXAM APP FEE - B STEVENS	70.00
FIA CARD SERVICES	MHF9BBJJDD	IPHONE BACKUP SERVICE	0.99
FIA CARD SERVICES	3656278008	FAX SERVICE - LIFT STATION ALARMS	24.99
FIA CARD SERVICES	454175	WEBINAR - R GRAEMEYER	35.00
FIA CARD SERVICES	2728195019	LIFT STATION ALARM - FAX SERVICE	24.99
FIA CARD SERVICES	288574	PD - SHIRTS/JACKETS	726.00
FIDLAR TECHNOLOGIES	R220897-IN	TRAFFIC CITATIONS	704.78
FIRE MARK ADVANTAGE LLC	10/21/15	FIRE CLASS REGISTRATION FEE	610.00
FIRST DUE FIRE SUPPLY COMPANY	15-1018	PPE FIRE USDA GRANT	1,831.72
FIRST DUE FIRE SUPPLY COMPANY	15-722	BELTS - PPE FIRE USDA GRANT	320.00
FIRST DUE FIRE SUPPLY COMPANY	15-911	PANTS - PPE FIRE USDA GRANT	179.70
FIRST DUE FIRE SUPPLY COMPANY	15-1014	BELTS - PPE FIRE USDA GRANT	1,790.00
FLEIS & VANDENBRINK ENGINEERING INC	41432	WWTP - BIDDING & CONSTRUCTION SERVICES	9,065.94
FREDRICKS, RHONDA	10/22/2015	UB refund for account: 06-2095-9	12.72
GHD SERVICES INC	714165	PROF SERVICES - LANDFILL	5,205.24
GLOBAL TELEMATIC SOLUTIONS, LLC	20608	VEHICLE TRACKING SERVICE	245.00
GRAMES TIRE & BATTERY, INC	4657	#101 - 4 NEW	612.00
GRAMES TIRE & BATTERY, INC	4672	BATTERY - PD #121	38.00
GREEN, CHRISTINE	10/22/2015	UB refund for account: 03-3268-20	7.13
GRINNEWALD, STEVE	10/09/15	COLOR OF LAW TRAINING	18.83
GUTIERREZ, TANYA	10/22/2015	UB refund for account: 03-1903-7	247.11
HAAS ALARMS AND SERVICE, INC	065214	ADVANCED DERM SNOW BLDG - WIRING	1,400.00
HACH COMPANY	9605051	LAB SUPPLIES	1,096.35
HALE'S HARDWARE, INC	10107903	WIRE NUTS	4.98
HALE'S HARDWARE, INC	C134178	TOILET TANK LEVER - PD	9.69
HALE'S HARDWARE, INC	1510-660861	DPS GARAGE -	9.91
HALE'S HARDWARE, INC	C135094	VELCRO TAPE	8.24
HALE'S HARDWARE, INC	C134151	2ND FLOOR EXHIBIT SUPPLIES	22.82
HAMILTON SQUARE APARTMENTS	10/22/2015	UB refund for account: 11-1926-27	21.47
HANSON BEVERAGE SERVICE	387176	DISTILLED WATER	40.50
HANSON BEVERAGE SERVICE	373820	DISTILLED WATER	40.50
HANSON BEVERAGE SERVICE	344663	DISTILLED WATER	31.00
HI-TECH SMR COMMUNICATIONS	23406	ANTENNA/RADIO MOUNTING	681.00
HURST, PAMELA	10/22/2015	UB refund for account: 05-1518-27	105.82
ITRON, INC	390500	CONTRACT SERVICES - AUG/SEPT 2015	18,957.87
JAKE ASHBY	10/20/15	GENERAL MTCE WORK AT J SNOW BLDG	337.50
JEFF NEUMANN	10/15/15	FACADE INCENTIVE	3,000.00
JOHNSON, NICOLE	10/22/2015	UB refund for account: 16-1906-16	73.44
JUDD LUMBER COMPANY, INC	1510-661197	EXHIBIT SUPPLIES	21.52
JUDD LUMBER COMPANY, INC	1510-660646	C1 GENERATOR - SMALL WIRE NUTS	2.29
JUDD LUMBER COMPANY, INC	1510-662143	CHAULK REEL	5.99
JUDD LUMBER COMPANY, INC	1510-661537	2ND FLOOR EGRESS	503.08
JUDD LUMBER COMPANY, INC	1510-661569	2ND FLOOR EGRESS	57.36
JUDD LUMBER COMPANY, INC	1510-661598	REAR EGRESS 2ND FLOOR	13.40
JUDD LUMBER COMPANY, INC	1510-661221	PLAY SAND - MUSEUM	19.95
KETCHUM, DAKOTA	10/22/2015	UB refund for account: 08-2333-11	36.03
KLUG, PATRICIA	10/21/15	VAN MEETING @ CASS COA	9.20
KOTZ SANGSTER WYSOCKI PC	360323	LEGAL SERVICES	5,531.51
KRAUSE, CHERYL	10/22/2015	UB refund for account: 03-2264-10	37.41

Vendor		Description	Amount
KW CONSTRUCTION SERVICES, LLC	126568-29	CREW SUPERVISION 7/15 - 10/13/15	1,136.00
LAMBERT, ROBERT J	10/22/2015	UB refund for account: 16-1839-6	99.59
LAPORTE, JENNIFER	10/22/2015	UB refund for account: 12-1818-4	2.27
LAWSON PRODUCTS, INC	9303619033	DRILL BITS/SEMI GLOSS PAINT/INS BUTT	465.12
LD DOCSA ASSOCIATES, INC	11349	PAY REQ #2 - -WWTP IMP PROJECT	16,650.00
LES INDUSTRIES FOURNIER, INC	1439	LABOR - MTCE ROTARY PRESS	3,500.00
MAKENZIE NICOLE'S BOUTIQUE	10/22/2015	UB refund for account: 15-2004-6	13.62
MATHISON, SHIRLEY	10/22/2015	UB refund for account: 01-2435-2	83.64
MAXIMUM FIRE PROTECTION	2386	FIRE EXTINGUISHERS FOR 2ND FLOOR	289.00
MCCLUNG, TAMMY	10/22/2015	UB refund for account: 02-2548-8	94.71
MERRILL EXCAVATING, INC.	2314	DEMOLISH 403 WEST ST	5,800.00
MERRILL EXCAVATING, INC.	2307	DEMOLISH 303 WALNUT	3,800.00
MERRILL EXCAVATING, INC.	2310	DEMOLISH 226 HIGH ST	5,400.00
MICHIGAN ELECTION RESOURCES	34683	PRECINCT SUPPLY KIT/ABSENT VOTER KIT	272.25
MTL, INC	M2878	BLIGHT MOWINGS	87.00
NORMAN, ROGER L	10/22/2015	UB refund for account: 03-0820-24	153.90
NYSTEDT, AUGUST & KATHLEEN	10/22/2015	UB refund for account: 05-1618-4	89.84
NYSTEDT, STEPHANY	10/22/2015	UB refund for account: 04-2924-2	26.34
OSCAR AZEVEDO	4684	AIRPORT FUEL SALES SIGN	219.64
PETTY CASH	52993	PETTY CASH REIMBURSEMENT	25.00
POKAGON TOWNSHIP	10/20/15	2015 TOWNSHIP PROPERTY TAX	4,421.96
POLLARDWATER.COM	0026596	HOG PUMP REPAIR KIT (DRAIN HYDRANTS)	41.32
POWER LINE SUPPLY, INC	5965482	WO 15-1027 - CREATIVE FOAM	2,091.70
POWER LINE SUPPLY, INC	5965483	WO 16-1002 BECKWITH ARRESTERS	282.50
POWER LINE SUPPLY, INC	5965496	POLES - STOCK	5,091.00
POWERNET GLOBAL COMMUNICATIONS	35343853	LONG DISTANCE SERVICE 9/12 - 10/12/15	22.75
PRECISION DATA PRODUCTS, INC.	I0000446490	PRINTER CARTRIDGES	139.80
PRECISION DATA PRODUCTS, INC.	I0000446582	MONITOR - WWTP OFFICE	151.95
PRIORITY COMPUTER SERVICES, INC	203717	EMAIL FILTERING & SERVER MAINT	330.00
PVS MINIBULK, INC.	96216	WTP - CHEMICALS	497.70
PVS MINIBULK, INC.	96217	WWTP - CHEMICALS	2,820.59
QUINONES, SONIA I	10/22/2015	UB refund for account: 11-1588-9	64.53
REAL PRO SOLUTIONS, LLC	PR318	CLEAN UP DEBRIS - 302 S FRONT ST	250.00
RUTKOWSKE, JASON	15-0809-FY	MILEAGE - COURT	9.20
SCHERER, JOE DBA LONELY PI	10/14/15	11/15 MONTHLY PMT ACCT 7508450033	6,174.53
SEMCO ENERGY GAS COMPANY	0149077.500	GAS SVC 9/2 - 10/2/15	25.28
SEMCO ENERGY GAS COMPANY	0149089.500	GAS SVC 9/2 - 10/2/15	15.06
SEMCO ENERGY GAS COMPANY	0357529.501	GAS SVC 9/2 - 10/2/15	15.06
SEMCO ENERGY GAS COMPANY	0148809.501	GAS SVC 9/2 - 10/02/15	18.26
SEMCO ENERGY GAS COMPANY	0147944.500	GAS SVC 09/01 - 10/01/15	15.06
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SVC 8/28 - 9/30/15	15.06
SEMCO ENERGY GAS COMPANY	0149138.502	GAS SVC 9/2 - 10/2/15	16.98
SEMCO ENERGY GAS COMPANY	0146763.501	GAS SVC 9/1 - 10/1/15	61.59
SEMCO ENERGY GAS COMPANY	0149080.500	GAS SVC 9/2 - 10/2/15	20.17
SEMCO ENERGY GAS COMPANY	0148902.500	GAS SVC 9/2 - 10/2/15	83.41
SHELL OIL COMPANY	00000000652605235	SEPT 2015 FUEL CHARGES	21.12
SILVER CREEK PLAZA, INC.	10/22/2015	UB refund for account: 12-0332-3	1,688.80
STATE OF MICHIGAN	937546	DRINKING WATER LAB CERT FEE	2,551.87
STATE OF MICHIGAN-ESSD-WTR TESTING	936712	DOWAGIAC - WATER TESTING	52.00

Vendor		Description	Amount
STOKES, KEAKA J	10/22/2015	UB refund for account: 05-0142-12	49.43
STUIFBERGEN BLOEMBOLLEN EXPORT B.V.	15031914	MIXED CROCUS BULBS	170.00
T&R ELECTRIC, INC	136826	TRANSFORMERS	9,160.00
T&R ELECTRIC, INC	D10-2-14	TRANSFORMERS BOUGHT FOR RESALE	(1,998.00)
T&R SERVICE COMPANY	76521	TRANSFORMER DISPOSAL	6,137.23
TERRA CONTRACTING	20453	REMOVAL OF ASBESTOS - 307 PENN/403 WEST	3,099.39
THE AMERICAN ROAD MACHINERY COMPANY	50318	FAN ASSEMBLY #132LT	617.69
THE LINCOLN NATIONAL LIFE INS CO	ME7046227	LIFE INS PREMIUM - ANDERSON	1,140.00
THE RIDGE COMPANY	640989	AIRPORT TRUCK - FUEL/OIL FILTERS; WIPER	70.42
THE RIDGE COMPANY	641030	#132LT - HYD HOSE FITTINGS/1/4" HYD HOSE	58.73
THE RIDGE COMPANY	641148	FLOOR DRY	40.95
THE RIDGE COMPANY	640409	AIR, FUEL AND OIL FILTERS (#132)	73.86
THE RIDGE COMPANY	640274	C1 GENERATOR - BATTERY/CORE	104.18
THE RIDGE COMPANY	640159	OIL & FUEL FILTERS (#132)	27.15
THE RIDGE COMPANY	640175	FILTER ADAPTERS #132	7.17
THE RIDGE COMPANY	640123	BUTANE FUEL - SHOP	10.33
TRUCK & TRAILER SPECIALTIES, INC.	C44874	ROLLER PINS - AIRPORT TRUCK	150.18
UNEMPLOYMENT INSURANCE AGENCY	L0023912708	2014 UNEMPLOYMENT COSTS	7,102.00
UNUM LIFE INSURANCE CO OF AMERICA	0150597-001 0	LIFE INSURANCE-NOV 2015	1,114.89
US 31 SUPPLY, INC	T275582	LIGHTS - FIRE DEPT	452.13
US 31 SUPPLY, INC	T275559	CONNECTORS/METER SOCKET (WO 15-1031)	268.34
USA BLUEBOOK	769389	PIPE - CHEMICAL SYSTEM	42.39
VANDERVRIES, EDWARD	10/14/15	ASSESSING SERVICES 11/15	1,775.00
VERIZON WIRELESS	9752675830	VERIZON WIRELESS MONTHLY INVOICE (CELL	847.76
VINEYARD PRESS	4152	FARMERS MARKET ADVERTISING	73.00
WASTE MANAGEMENT OF MICHIGAN, INC.	7425692-2529-2	20 YD DUMPSTER DELIVERY	139.15
WAYNE TOWNSHIP	10/20/15	2015 TOWNSHIP PROPERTY TAX	970.58
WILBUR-ELLIS COMPANY	9486995	FALL FERTILIZER	550.00
WOODFIRE	196768	2ND FLOOR OPENING	400.00
WYOMING ASPHALT PAVING CO., INC.	15602	ASPHALT	211.15
WYOMING ASPHALT PAVING CO., INC.	15580	ASPHALT	207.05
YOUNG, CODY	10/22/2015	UB refund for account: 11-1941-12	177.23
YOUNG, CYNTHIA	10/22/2015	UB refund for account: 05-0137-6	24.80
ZBATTERY.COM, INC	I168921	BATTERIES	90.71
		Total:	772,448.99

Resolution #9

October 26, 2015

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 litigation; and

WHEREAS, the Mayor and City Council desire to meet with the City Manager to discuss the aforementioned items.

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

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

Jane P. Wilson, City Clerk