

## REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, April 22, 2013, 7:00 p.m.

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### AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -
- ROLL CALL -Mayor Donald D. Lyons  
-Mayor Pro-Tem Leon Laylin  
-Councilmember Charles Burling  
-Councilmember James Dodd  
-Councilmember Randall Gross, Sr.  
-Councilmember Lori Hunt  
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – April 8, 2013
- PROCLAMATION –
1. Proclamation declaring Friday, May 10 through Saturday, May 19, 2013 as "Dogwood Fine Arts Festival" week.
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- COMMUNICATIONS –
1. White Cane Drive, June 6-8, 2013
  2. Citywide Carnival Celebration, August 17, 2013
- RESOLUTIONS –
1. Resolution to authorize the transfer of property from Dowagiac Union Schools to the City of Dowagiac.
  2. Resolution to renew a lease agreement with Nancy Shufelt for City-owned property known as Twistee's.
  3. Resolution to change the meeting time for the May 13<sup>th</sup> City Council meeting from 7:00 p.m. to 6:00 p.m. due to the Dogwood Fine Arts Festival event schedule.

4. Resolution authorizing budget amendments for FY 2012-13 through the period March 31, 2013.
5. Resolution to declare May 11, 2013 as National Train Day.
6. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

<u>BILLS</u>	<u>PAYROLL (15)</u>	<u>TOTAL</u>
\$588,428.99	\$169,302.07	\$757,731.06

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

RESOLUTIONS, Continued (CLOSED SESSION) -

7. Resolution to adjourn to a closed session to meet with the City Manager and City Attorney to discuss negotiations related to the purchase of real property. (Roll Call)

ADJOURNMENT –

Kevin P. Anderson  
City Manager

Attachments

## DOWAGIAC CITY COUNCIL MEETING

Monday April 8, 2013

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

Mayor Lyons led the Pledge of Allegiance to the flag.

PRESENT: Mayor Donald D. Lyons; Mayor Pro-Tem Leon D. Laylin; Councilmembers Charles K. Burling, James B. Dodd, Lori A. Hunt, Randall G. Gross, Sr. and Bob B. Schuur.

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

Councilmember Dodd moved and Councilmember Hunt seconded that the minutes of the March 25, 2013 meeting be approved.

Approved unanimously.

### COMMUNICATIONS

1. Area Churches Together In One Network (A.C.T.I.O.N.) Mobile Food Pantry, Walter Ward Park, June 20, 2013; Rotary Park, July 19, 2013

Councilmember Schuur moved and Councilmember Burling seconded to approve the request.

Approved unanimously.

2. Steve's Run, July 27, 2013

Councilmember Schuur moved and Councilmember Burling seconded to approve the request.

Approved unanimously.

### CITY MANAGER REPORT

1. Interlocal Agreement for the Administration of a Drug Enforcement Team in the County of Cass and the City of Dowagiac.

From the City Manager:

#### INTERLOCAL AGREEMENT FOR THE ADMINISTRATION OF A DRUG ENFORCEMENT TEAM

The Interlocal Agreement for the Administration of a Drug Enforcement Team is in need of renewal. In August 2012, Cass County voters approved a renewal of Drug Enforcement Millage to support county-wide anti-drug efforts. The proposed agreement mirrors the way in which the County Drug Enforcement Team (CCDET) has been operating since the voters first approved millage in 2004.

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This agreement assures that a coordinated effort to deal with illegal drug activity remains in place. Director of Public Safety Atkinson has reviewed the terms and recommends approval.

### RECOMMENDATION

I recommend Council approve the Interlocal Agreement for the Administration of a Drug Enforcement Team in the County of Cass and the City of Dowagiac.

Councilmember Laylin moved and Councilmember Gross seconded that the recommendation of the City Manager be adopted.

ADOPTED unanimously.

### 2. 2013 Local Street Paving Project Bid Award

From the City Manager:

### 2012 PAVING PROJECT BID AWARD

Bids for the 2013 Local Street Paving Projects have been received. The low bidder is J. Allen & Company, Inc., who is located in Galesburg, MI. The attached memo from Public Services Director James Bradford specifies the projects slated for resurfacing. The good news is that projects came in under estimated costs so additional paving can be accomplished this year than originally anticipated.

### RECOMMENDATION

I recommend that City Council award the bid to J. Allen & Company, Inc. in the amount of \$65,357.76.

Councilmember Burling moved and Councilmember Laylin seconded that the recommendation of the City Manager be adopted.

ADOPTED unanimously.

### RESOLUTIONS

1. Resolution to adopt and approve a revised Drug and Alcohol Testing Policy for transit employees.

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

**WHEREAS**, an essential part of our mission is to ensure service to the public is delivered safely, efficiently, and effectively by the continuance of a drug and alcohol free

DOWAGIAC CITY COUNCIL MEETING

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work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public; and

**WHEREAS**, guidelines are maintained to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the motor carrier industry including the Federal Motor Carrier Safety Administration and the U.S. Department of Transportation and in compliance with the Drug-Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991; and

**WHEREAS**, it is the requirement of the Michigan Department of Transportation that the attached updated written policy relating to drug and alcohol testing be approved and adopted by resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by the affirmative vote of its City Council, in complete compliance with Federal law, does hereby adopt and approve the attached Drug and Alcohol Testing Policy for the purposes detailed therein.

ADOPTED unanimously.

2. Resolution authorizing the sale of land to Eric Haas in the City of Dowagiac Industrial Park.

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

**WHEREAS**, the City of Dowagiac owns property in the Dowagiac Industrial Park; and

**WHEREAS**, A & E Properties, LLC has made an offer to purchase 4.84 acres in the Dowagiac Industrial Park at a price of \$6,050.00 so that Haas Systems can build a new facility.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by affirmative vote of its City Council, authorizes the Mayor and City Clerk to execute and sign a sales agreement on behalf of the City. The agreement provides for the sale of 4.84 acres at price of \$6,050 to A & E Properties.

ADOPTED unanimously.

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

DOWAGIAC CITY COUNCIL MEETING

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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 #14 for the period ending 4/4/13:

Invoices: 78,139.93  
Payroll: 120,756.87  
Total: \$198,896.80

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

<u>Invoices</u>	<u>Payroll</u>	<u>Total</u>
\$78,139.93	\$120,756.87	\$198,896.80

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: None (0)

Abstain: None (0)

Upon motion by Councilmember Laylin, and seconded by Councilmember Burling, the Dowagiac City Council adjourned at 7:15 p.m.

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

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



## OFFICIAL PROCLAMATION

WHEREAS, the Dowagiac Dogwood Fine Arts Festival began with a small group of local citizens with one big idea; and,

WHEREAS, that one big idea has blossomed and grown from a single author visiting the City of Dowagiac to a major cultural event that includes a diverse experience in arts and culture; and,

WHEREAS, world-wide renowned authors, speakers, performers and celebrities have visited our community to expand our appreciation of fine arts; and,

WHEREAS, the Dowagiac Dogwood Fine Arts Committee continues to use the festival to assure that our children are given ample opportunity to experience and embrace power of artistic expression by being personally engaged with internationally renowned authors and artists; and,

WHEREAS, the Dogwood Fine Arts Festival presents the very best in the fine arts in Southwest Michigan each year; and,

WHEREAS, the 2013 Dogwood Fine Arts Festival marks the festival's 22<sup>nd</sup> anniversary season.

NOW, THEREFORE BE IT PROCLAIMED; that I, Donald D. Lyons, Mayor of the City of Dowagiac, tender this Proclamation to the Dogwood Fine Arts Festival Committee and urge all citizens to join me in this sincere expression of our appreciation and our best wishes for a very exciting festival the week of May 10 through May 19, 2013.

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Donald D. Lyons, Mayor

Done at the City complex this 22<sup>nd</sup> day of April, 2012.

# Dowagiac Dogwood Fine Arts Festival, Inc.

February 6, 2013

City Council of Dowagiac  
PO Box 430  
241 South Front Street  
Dowagiac, MI 49047

Dear City Council:

The Dowagiac Dogwood Fine Arts Festival would be honored if, at the April City Council Meeting, you and our mayor would once again make a proclamation of encouragement for the citizens of Dowagiac to take part in their 2013 Festival.

Many goals have been attained and new ones set. This season's festival is another benchmark of excellence in fine arts, education, and entertainment. This season brings with it many challenges but as one organization, one community, we believe it is worth the commitment and investment.

The 2013 Festival runs from May 10 through May 19. We look forward to sharing the best of the arts with our home town.

Respectfully,

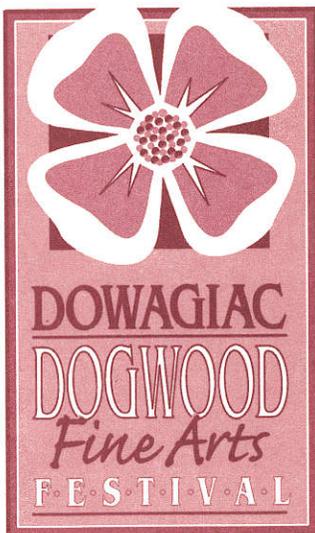
The Board of Directors of the  
Dogwood Fine Arts Festival



Jim Benedix  
Festival President

JB/bjh

PO Box 526 – Dowagiac, Michigan 49047  
(located In Huntington Bank)  
Phone: 269-782-1115, Fax: 269-782-1065  
Toll Free: 866-490-2847  
E-Mail: [mail@dogwoodfinearts.org](mailto:mail@dogwoodfinearts.org)  
Website: [www.dogwoodfinearts.org](http://www.dogwoodfinearts.org)



## ADVISORY BOARD:

### Artists

Winifred Godfrey  
Richard Hunt  
Tuck Langland  
Jerry Catania

### Authors

Margaret Atwood  
Russell Banks  
Pat Conroy  
Tim O'Brien  
Jonathan Safran Foer

### Dance

Nan Giordano  
Joel Hall  
Idella Reed  
Sabatino Verlezza

### Music

Shirley Jones  
Johannes Linstead  
Charles Neville  
The Manhattan  
Rhythm Kings

### Storytellers

Carmen Agra Deedy  
Donald Davis  
Diane Ferlatte  
Bil Lepp  
Jim May  
Antonio Rocha



April 22, 2013

RECEIVED

APR 17 2013



April 17, 2013

Dear Mayor and City Council Members,

Each year the Dowagiac Lions Club participates in the state-wide drive to raise funds in support of the blind and hearing impaired. White Cane Week provides the Lions Club with the opportunity to educate the general public as to the Michigan State Law, meaning the bearer of a White Cane has the right-of-way.

“The White Cane” is used for the purpose of assisting those persons in the local community needing medical or sight corrective aid and cannot afford such services on their own. The major portion of donations is used to support the local Sight Conservation Program. The Dowagiac Lions Club also supports various other activities such as Leader Dog of the Blind, the Michigan Eye Bank, Welcome Home for the Blind, and organizations involved in hearing research.

We are requesting City Council permission to collect funds for those purposes on June 6, 7, and 8, 2013.

Looking forward to your support,

Sincerely Yours,

Ron Jones  
Chairman  
White Cane Drive  
Dowagiac Lions Club

**CITY OF DOWAGIAC**  
**EVENT APPROVAL FORM**

Name of Event: White Cane Drive  
Date(s) of Event: June 6-8, 2013  
Sponsoring Organization: Dowagiac Lions Club  
Contact Person(s): Ron Jones, Chairman  
Contact Person's Telephone: none

**CITY MANAGER:**

\_\_\_\_\_ Final Approval \_\_\_\_\_ Denial

Comments: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Heads:

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

**DEPARTMENT OF PUBLIC SAFETY:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: \_\_\_\_\_

Signature *St. Hill* Date 4/17/13

**DEPARTMENT OF PUBLIC SERVICES:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: \_\_\_\_\_

Signature *James D. Bradford* Date 4-17-13

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: \_\_\_\_\_

Signature *J. Puley* Date 4-17-13



Dowagiac City Hall  
City Manager  
241 South Front St.  
Dowagiac, MI 49047

I am writing on behalf of A.C.T.I.O.N. (Area Churches Together in One Network) in regard to our sixth annual citywide carnival day (Dowagiac Family Reach-Out). We are requesting the use of the Youth Soccer League field for this day. The event will be held on August 17, 2013 from 8:00 a.m. – 7:00 p.m. The actual carnival will be from 11:00am-3:00pm. We would also like to request the use of the field for the evening of August 16 as we may be bringing in equipment.

The purpose of this day is to join families together for a safe, exciting, and fun filled day. The event is absolutely free to everyone. We plan to raise money through donations from our local businesses and fellow churches. We will be allowing fellow churches to set up booths at no cost to them. Also there will be resource booths available providing assistance to those who need it.

The activities that will be taking place on the grounds are four large inflatable games (bounce house, 25ft. slide etc.) small carnival games, a dunk tank, and free food such as hot dogs, chips, and drinks. We plan to have clowns and animal characters also. We also will have a Disc Jockey there to play music and so we can make any necessary announcements. We are planning to have a medical tent also. Local churches will be performing live and will have other entertainment. We will also be giving backpacks and school supplies to children in need.

We will need barricades and trash receptacles. We will be able to provide insurance with the city also added to it, at your request. If you have any questions please feel free to call or email me at any time. Last year over 1400 people came to this free day. The city has worked with us very well in the past on this event and we are very grateful for it. Thank You!

Thank You,

Rev. James Gibson  
DFR Coordinator  
Youth Pastor  
Victory Tabernacle Church

**CITY OF DOWAGIAC**  
**EVENT APPROVAL FORM**

Name of Event: Citywide Carnival Celebration  
Date(s) of Event: August 17, 2013  
Sponsoring Organization: Area Churches Together In One Network (A.C.T.I.O.N.)  
Contact Person(s): Rev. James Gibson, Victory Tabernacle Church Youth Pastor  
Contact Person's Telephone: 782-8305

**CITY MANAGER:**

\_\_\_\_\_ Final Approval \_\_\_\_\_ Denial

Comments: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Department Heads:**

Please review the attached event/activity request; indicate conditional approval, approval or denial; and provide comments regarding possible concerns. All comments will be taken under consideration and final approval remains with the City Manager.

**DEPARTMENT OF PUBLIC SAFETY:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: \_\_\_\_\_

Signature Tom Atkinson \_\_\_\_\_ Date 4-16-13 \_\_\_\_\_

**DEPARTMENT OF PUBLIC SERVICES:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: \_\_\_\_\_

Signature James D. Burdick \_\_\_\_\_ Date 4-16-13 \_\_\_\_\_

**DOWNTOWN DEVELOPMENT AUTHORITY:**

Approval \_\_\_\_\_ Approval with conditions \_\_\_\_\_ Denial \_\_\_\_\_

Comments: Just FYI - this is same day as auto show

Signature J. Pully \_\_\_\_\_ Date 4-17-13 \_\_\_\_\_

***CITY OF DOWAGIAC***

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

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

***DATE:*** April 19, 2013

***SUBJECT:*** McKinley School Agreement

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The Dowagiac Union School District owns three parcels of property at the corner of Second and Paris Avenue. These parcels have playground equipment that previously served as recreation space for students of the former McKinley School and also served as a neighborhood public park for many generations. The property is now fenced, locked and not open to the public.

One of the parcels has a reversion clause that states, "If the land conveyed is not used for a school playground, said land shall revert to the said grantor, or to her heirs." To address the reverter clause, discussions have been held with the heirs to the property and they (Huston family) have agreed to release their interest in the property if it goes to the City of Dowagiac for use as a playground.

Additionally, in a cooperative effort, DUS will provide mowing of the property for the first year given this property was not included in the recent bid specifications for mowing of City-owned property.

**RECOMMENDATION**

I recommend approval by City Council of the Real Estate Purchase Agreement.

Support Documents:  
Cover Memo-City Mgr.  
Resolution

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

**WHEREAS**, the City of Dowagiac and the Dowagiac Union Schools (DUS) highly value opportunities to cooperate to improve the quality of life for the residents of Dowagiac; and

**WHEREAS**, with the closing and sale of McKinley Elementary School the adjacent playground property still owned by DUS has been closed to public use; and

**WHEREAS**, the attached map depicts the property owned by DUS; and

**WHEREAS**, the City of Dowagiac has interest in the continuance of the playground which would provide recreational opportunity for children in the nearby residential area; and

**WHEREAS**, the City of Dowagiac and Dowagiac Union Schools have negotiated terms and conditions for the transfer of the playground property to the City for use as a community playground.

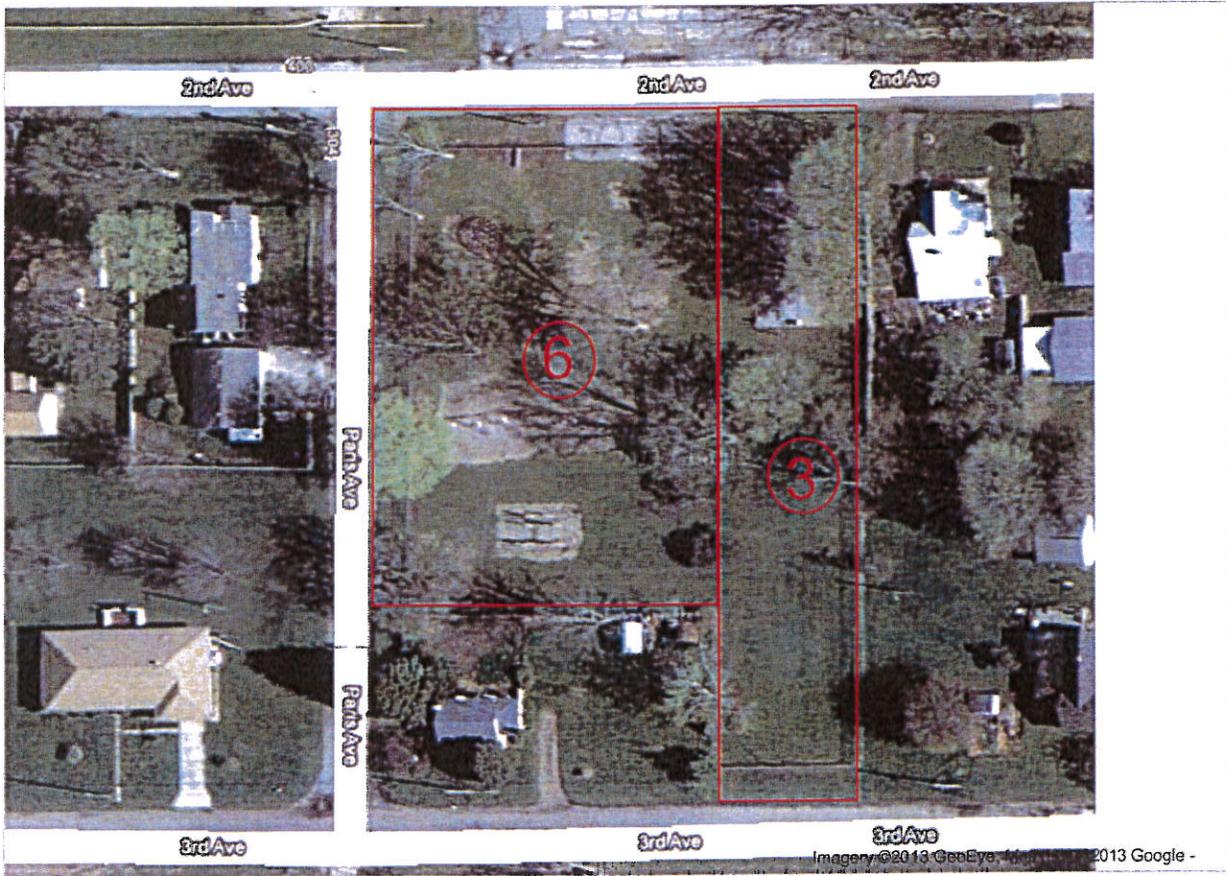
**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by affirmative vote of its City Council, does hereby adopt and approve the “Real Estate Purchase Agreement” as attached hereto and by reference made a part hereof, including all the terms and conditions as provided therein.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk of the City of Dowagiac be authorized and directed to act as signators for the execution of same.

ADOPTED/REJECTED



To see all the details that are visible on the screen, use the "Print" link next to the map.



## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is executed this \_\_\_\_ day of April, 2013, by and between **Dowagiac Union Schools**, a Michigan public school district, of 243 S. Front Street, Dowagiac, Michigan, 49047 ("Seller") and **City of Dowagiac**, a Michigan municipal corporation, of 241 S. Front Street, P.O. Box 430, Dowagiac, Michigan, 49047 ("Buyer").

### RECITALS

A. Seller owns the real estate, located in the city of Dowagiac, Cass County, Michigan 49047, known as Lots 89 and 90 in Hopkin's Addition to the City of Dowagiac according to the recorded plat thereof, Parcel No 14-160-100-572-00 (hereinafter referred to as the "**Restricted Property**") and lots 94 and 107, and the North Half of Lots 93 and 108, Hopkin's Addition to the City of Dowagiac according to the recorded plat thereof, Parcel Nos. 14-166-100-575-00, 14-166-100-577-00, and 14-166-100-585-00 (together with the Restricted Property, referred to herein as the "**Real Estate**").

B. Seller desires to sell the Real Estate to Buyer, and Buyer desires to purchase the Real Estate from Seller, upon the terms and conditions set forth herein.

### AGREEMENT

#### 1. PURCHASE AND SALE.

1.1 Purchase. Pursuant to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Real Estate. No personal property located at the Real Estate shall be sold to Buyer.

1.2 Purchase Price and Use of Funds. The purchase price for the Real Estate is One Dollar (\$1.00).

1.3 Purchase Price and Terms. Buyer will pay the purchase price at Closing (as defined below) upon receipt of a Warranty Deed from Seller in a form acceptable to Buyer.

1.4 Assumption of Liabilities. The parties agree that the transactions covered by this Agreement constitute a purchase of certain Real Estate only and that Buyer assumes no liabilities of Seller.

#### 2. PRE-CLOSING, CLOSING AND POSSESSION.

2.1 Definitions. The following definitions apply to this Agreement:

- (a) "Pre-Closing" means that period from the date of this Agreement to the Closing Date, as defined below, during which time the parties will exercise commercially reasonable efforts to satisfy all requirements of the Agreement necessary prior to a transfer of the Real Estate.
- (b) "Closing" is that event in which title to the Real Estate is transferred by Seller to Buyer and Buyer pays to Seller the Purchase Price. The "Closing Date" is the date on which such event takes place.

2.2 Pre-Closing. During the Pre-Closing, the following will occur:

- (a) Access to Information. Seller will promptly make available to Buyer and Buyer's agents for their review all surveys and environmental reports with respect to the Real Estate in Seller's possession. If this transaction fails to close for any reason, Buyer will immediately return all such documents to Seller.
- (b) Inspections. Prior to Closing, Buyer and Buyer's agents will have the right to inspect the Real Estate and to undertake, at Buyer's expense, such inspections, tests, and investigations as Buyer deems appropriate including environmental inspections. Buyer shall have access to the Real Estate to conduct such inspections.
- (c) Damage or Destruction. If prior to Closing all or any portion of the Real Estate is damaged by fire or other casualty or is taken or made subject to condemnation, eminent domain, or other governmental acquisition proceedings, then Buyer at its option may terminate this Agreement.
- (d) Condition of Real Estate Pending Closing. From the last dated acceptance of this Agreement through the date of possession by Buyer, Seller will not materially alter the Real Estate from that prior to the date of this Agreement and Seller shall report to Buyer any material changes in the condition of the Real Estate.

2.3 Closing.

- (a) Date, Time, and Place. The Closing will take place within five (5) business days following the satisfaction of all conditions and contingencies specified in this Agreement, but in no event later than \_\_\_\_\_, 2013. The Closing will occur at the offices of the Title Company at a time during regular business hours mutually agreed upon by Buyer and Seller, or at another location as mutually agreed upon by the parties.
- (b) Documents for Closing. At Closing, the parties agree to execute and deliver all documents which may be necessary or appropriate to consummate the transactions contemplated by this Agreement, including without limitation a Warranty Deed from Seller to Buyer.

### 3. PRORATIONS, CREDITS, AND ADJUSTMENTS.

3.1 Property Taxes The Real Estate is currently exempt from real property taxes and as such there will be no proration of real property taxes.

3.2 Closing Costs. Buyer shall pay all costs associated with closing of this transaction, including recording fees and the title company closing fees.

### 4. TITLE INSURANCE POLICY.

After this Agreement is signed, Buyer will order a commitment for an ALTA owner's title insurance policy in the amount of the Purchase Price, covering title to the Real Estate from the date of this Agreement, insuring Buyer's interest in fee simple in the Real Estate, and showing Seller as owner of the Real Estate in fee simple, subject only to easements and restrictions of title that do not unreasonably interfere with Buyer's use of the Real Estate. Buyer acknowledges that there is a right of reverter with

regard to the Restricted Property as set forth in the Deed recorded in Liber 385 Page 1049, Cass County Records (the “**Reverter Deed**”) and Seller agrees that insurance coverage over the right of reverter is a condition of closing as set forth below in Section 7. Seller further agrees to cooperate with Buyer in obtaining information with regard to the heirs of the grantor in the Reverter Deed and signing affidavits and other documents deemed necessary or appropriate for the title company to insure over the right of reverter. The commitment will provide for full extended coverage over all general title exceptions contained in the proposed policy and will contain all endorsements Buyer deems necessary. If the commitment contains exceptions which, in Buyer’s reasonable opinion, make title to the Real Estate unmarketable or unclear or which would materially interfere with Buyer’s intended use of the Real Estate the Buyer may at its option terminate this Agreement. Buyer shall pay for the cost of the insurance policy.

5. SURVEY.

Seller will provide Buyer with any survey(s) of the Real Estate in Seller’s possession. Buyer may at its option and expense arrange for a survey to be completed by a surveyor licensed by the state of Michigan. If the survey is not acceptable to Buyer, Buyer may terminate this Agreement.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer that as of the date hereof, as follows:

- (a) Authority. Seller is a Michigan public school district and has full power and authority to enter into this Agreement and other related documents and to consummate the transactions contemplated by this Agreement. Seller has duly executed and delivered this Agreement as its lawful, valid, and legally binding obligation, and this Agreement is enforceable in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforceability of creditor’s rights generally). Seller is not a party to any contract, settlement, judicial order, or other agreement of any kind which would prohibit or otherwise restrict the ability of Seller to sell the Real Estate to Buyer pursuant to this Agreement.
- (b) Title to Real Estate. Seller will own the Real Estate outright and absolutely as of the Closing Date and, on the Closing Date, will deliver to Buyer a Warranty Deed to the Real Estate free from all security interests, adverse claims, liens, mortgages, leases, options, rights of first refusal, offers of purchase, rights of reverter, and any possessory and occupancy rights of third parties.
- (c) Exclusive Arrangement. Seller has not made any agreement to sell the Real Estate to any person other than Buyer. Seller has not given to any person an option to purchase any of the Real Estate which is enforceable or exercisable now or at any time in the future.
- (d) Contracts. Buyer will not be bound by nor must Buyer assume any contracts or other agreements of any kind in connection with the Real Estate.
- (e) Compliance with Laws. Seller has not received any notices that the Real Estate is in violation of any federal, state, or local statute, law, ordinance, regulation, order, or ruling materially affecting the Real Estate, including, but not limited to, zoning or land use statutes, regulations, orders, or rulings.

- (f) Litigation. Seller is not engaged in or a party to, nor, is Seller aware of any threatened legal actions or other proceedings before any court, arbitrator, or administrative agency with respect to the Real Estate. Seller is not aware of any outstanding orders, rulings, decrees, judgments, or stipulations of any court, arbitrator, or administrative agency to which Seller is a party or by which the same is bound that may materially adversely affect the Real Estate or the transactions contemplated by this Agreement.
- (g) Condemnation. Seller has not received any notice that any of the following are existing, pending, contemplated, or threatened:
  - (1) the condemnation of any part of the Real Estate;
  - (2) the widening, change of grade, or limitation on use of any streets, roads, or highways abutting the Real Estate;
  - (3) any special tax or assessment to be levied against the Real Estate; or
  - (4) any change in the zoning classification of the Real Estate.
- (h) As Is. The Real Estate is being sold to Buyer on as AS-IS/WHERE IS basis with no representations or warranties with respect to its condition, other than as expressly set forth herein.

6.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

- (a) Authority. Buyer is a Michigan municipal entity and has full power and authority to enter into this Agreement and to perform the terms and conditions of this Agreement. Buyer has, or prior to the Closing Date will have, duly and properly taken all proceedings required to be taken by Buyer to authorize the execution, delivery, and carrying out of this Agreement. Buyer has duly executed and delivered this Agreement as its lawful, valid, and legally binding obligation, and this Agreement is enforceable in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforceability of creditor's rights generally).
- (b) Contracts. Buyer is not a party to any contract, settlement, judicial order, or other agreement of any kind which would prohibit or otherwise restrict its ability to purchase any of the Real Estate from Seller pursuant to this Agreement. Buyer's performance under this Agreement will not violate any statute or law or any judgment, decree, order, regulation or rule of any court, or governmental body governing Buyer or to which Buyer is bound.
- (c) Litigation. There is no claim, action, proceeding or investigation pending or to the best of Buyer's knowledge, threatened against or involving Buyer, which questions or challenges the validity of this Agreement or any action taken or to be taken by Buyer pursuant to this Agreement or in connection with the transaction contemplated hereby; and Buyer knows of no valid basis for any such action, proceeding or investigation.

6.3 Survival and Representations and Warranties. Each of the representations and warranties contained in this Section 6 will be true as of the date of this Agreement and on the Closing Date, and shall survive the Closing for ninety one (91) days.

7. CONDITIONS.

7.1 Buyer's Conditions. Buyer's obligation to close the transactions contemplated by this Agreement is subject to the satisfaction of each of the following conditions prior to the Closing Date:

- (a) City Council. Buyer will have received from its City Council approval of the purchase of the Real Estate.
- (b) Right of Reverter. Buyer shall have received from the title company issuing Owner's title insurance coverage a commitment that the right of reverter will not be applicable to the Restricted Property.
- (c) No Liens. Seller will have paid or discharged all liens and mortgages on the Real Estate.
- (d) Use of Real Estate. Buyer will have received from the State of Michigan and any other applicable municipal authority, permits, consents, certificates, and any other approvals necessary to use and operate the Real Estate as Buyer intends.
- (e) No Default. Seller will not be in default of this Agreement.
- (f) Representations and Warranties. Each of Seller's representations and warranties contained in Section 6.1 will be true and accurate on the Closing Date.

If the Closing does not occur because of the failure of any of the conditions contained in this Section 7.1, Buyer may terminate this Agreement at Buyer's sole option, in which event Buyer will not have any further obligation or liability to Seller under this Agreement.

7.2 Seller's Conditions. Seller's obligations to close the transactions contemplated by this Agreement are subject to the satisfaction of each of the following conditions on or prior to the Closing Date:

- (a) Bored Approval. Seller shall have received from the School Board approval to sell the Real Estate.
- (b) Use of Real Estate. At or prior to closing, Seller shall have received from Buyer an agreement that the Restricted Property shall be used for public park purposes. Such agreement shall be set forth in the deed to Buyer or in another recordable document as the parties may agree.
- (c) No Default. Buyer will not be in default under this Agreement.
- (d) Representations and Warranties. Each of Buyer's representations and warranties contained in Section 6.2 will be true and accurate on the Closing Date.

If the Closing does not occur because of the failure of any of the conditions contained in this Section 7.2, Seller may terminate this Agreement at Seller's sole option, in which event Seller will not have any further obligation or liability to Buyer under this Agreement.

8. DEFAULT.

If either party defaults under this Agreement, the non-defaulting party shall be entitled to exercise all remedies available under applicable law, including specific performance.

9. MISCELLANEOUS.

9.1 Brokerage Fees. Neither party has retained the services of a broker or realtor in connection with this transaction. If Seller retains a broker or realtor, Seller will be responsible for all broker's, finder's, or similar fees in connection with this Agreement.

9.2 Assignment. Buyer has the right to assign its rights and obligations under this Agreement to a related entity, with Seller's consent, which shall not be unreasonably withheld.

9.3 Time of the Essence. Time is of the essence for this Agreement and thus all dates and times contained in this Agreement will be strictly adhered to unless waived in writing by both parties.

9.4 Notices. All notices, requests, and demands to or upon any party will be in writing and may be hand-delivered, sent by facsimile, or mailed by regular first class mail, postage prepaid, addressed to such party at the address stated on page one of this Agreement or at such other address supplied to the other parties in the manner prescribed by this Section 9.4. Notice will be deemed effective on the day the notice is placed in the United States mail, upon completion of transmission if sent by facsimile, or on the date of delivery if personally delivered.

9.5 Severability. Except as otherwise provided by this Agreement, the invalidity or unenforceability of any provision of this Agreement will not affect the enforceability or validity of remaining provisions and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted; except, however, that if the invalidity or unenforceability of any provision will affect the basic economic terms of this Agreement or materially affect the rights or obligations of either party, then this Agreement will be deemed terminated.

9.6 Waiver. No provision of this Agreement may be waived except in a writing signed by the waiving party. No oral statements, course of conduct, or course of dealing will be deemed to constitute a waiver. No waiver by any party of any breach of this Agreement will be deemed or construed to constitute a waiver of any other breach or as a continuing waiver of any breach.

9.7 Applicable Law. This Agreement will be interpreted, construed, and governed according to the laws of the state of Michigan.

9.8 Captions. The captions or headings to the various paragraphs and sections contained in this Agreement are for convenience only and will to no extent affect the meaning, scope, or interpretation of this Agreement or any of its provisions.

9.9 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which will constitute one instrument.

9.10 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties as well as their respective heirs, devisees, executors, administrators, personal representatives, successors, and permitted assigns.

9.11 Merger and Modification. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and all prior discussions, negotiations, and agreements between

the parties with respect to such subject matter are deemed merged into this Agreement. No amendment or modification of this Agreement will be enforceable except if in writing and signed by the party against whom enforcement is sought.

By signing this Agreement, the parties acknowledge that they have read it, that they understand its terms, and that they are signing voluntarily.

**SELLER:**

DOWAGIAC UNION SCHOOLS,  
a Michigan public school district

Dated: \_\_\_\_\_, 2013

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

Name: Dr. Mark Daniel

Its: Superintendent

**BUYER:**

CITY OF DOWAGIAC,  
a Michigan municipal corporation

Dated: \_\_\_\_\_, 2013

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

Donald D. Lyons, Mayor

and

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

James Snow, City Clerk

*CITY OF DOWAGIAC*

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

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

**DATE:** April 19, 2013

**SUBJECT:** Twistee's Lease Agreement Renewal

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A resolution is on Monday's agenda for the purpose of authorizing a lease agreement with Nancy Shufelt for the City owned "Twistee's" property at 225 South Front Street. This will be an amendment and renewal of their long-term contract with the City. Key terms of the lease are as follows:

- The lease is for three years, with an option for year-to-year renewal thereafter.
- The lease will have a monthly lease rate of \$400 for the three (3) years, beginning May 1, 2013 and continuing until April 30, 2016.

RECOMMENDATION

I recommend approval of the three-year lease agreement with Nancy Shufelt for the City-owned "Twistee's" property at 225 South Front Street.

Support Documents:  
Cover Memo-City Mgr.  
Resolution

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

**WHEREAS**, the City of Dowagiac owns property at 225 South Front Street, and;

**WHEREAS**, the City and Nancy Shufelt have negotiated a lease agreement that provides for renewal of the lease of the property for operation of Twistee's that is hereby recommended for approval.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by affirmative vote of its City Council, does hereby adopt and approve a lease renewal agreement with Nancy Shufelt for use of space at 225 South Front Street, a copy of which is attached hereto as Exhibit "A."

**BE IT FURTHER RESOLVED** that the Mayor be authorized and directed to execute said agreements on behalf of the City of Dowagiac.

ADOPTED/REJECTED

**LEASE AGREEMENT**

AGREEMENT Made this \_\_\_\_ day of April, 2013, by and between the CITY OF DOWAGIAC, a Municipal Corporation, of 241 South Front Street, Dowagiac, Michigan 49047, hereinafter referred to as "LESSOR" and NANCY SHUFELT of 1950 Harrah Road, Niles, Michigan 49120, hereinafter referred to as "LESSEE," WITNESSETH:

**1. LEASED PREMISES**

THAT LESSOR, for and in consideration of the rents to be paid, covenants and agreements to be performed by the LESSEE, does hereby lease to the LESSEE, the commercial building commonly known as 225 South Front Street, Dowagiac, Michigan 49047, subject to the following terms and conditions.

**2. LEASE TERM AND RENT**

Said premises is to be used and operated as a commercial, retail establishment open to the general public for a term of three (3) years commencing from and after the 1st day of May, 2013, through and including the 30th day of April, 2016. The rent during the term of the lease shall be \$400.00 per month, payable in advance, commencing the first day of this agreement and continuing the first day of each month thereafter.

**3. LESSEE'S COVENANT TO PAY**

The LESSEE hereby hires the said premises for the said terms as above mentioned and covenants well and truly to pay, or cause to be paid unto the LESSOR at the date and time set forth above, the rents above reserved, and further agrees and covenants that any rent monies left unpaid shall become a lien in favor of the LESSOR against any and all personal property, inventory, or other assets of said business as shall be, from time to time, present therein.

**4. RIGHT OF RENEWAL**

LESSEE shall have the option to renew this lease upon the expiration of the three-year term upon the same terms and conditions as set forth in this Lease Agreement, except that the rental rate shall be determined at the time of renewal between LESSOR and LESSEE. The rental rate shall be reasonable under the then-existing conditions, taking into account the general rental situation in the City of Dowagiac at the date of the renewal, the cost-of-living increases from the date of commencement to the date of termination of the initial term, rental rates of similar structures in the City of Dowagiac, and the proportionate general increase of rental sums from the time of commencement to termination of the initial term. In the event that LESSOR and LESSEE cannot agree upon a reasonable rental rate for the renewal term, then a third party arbitrator shall be selected and whose determination of the rental rate shall be final and binding upon the parties.

## 5. PAYMENT OF TAXES AND UTILITIES

LESSOR shall pay, when due, annual real property taxes levied upon the premises by the local taxing authority. LESSEE shall pay, in addition to the rental charges, the costs and expenses of public utilities, including electricity, trash removal, and telephone expense to the appropriate vendor or supplier of each service.

## 6. LESSEE'S FAILURE TO MAKE PAYMENTS

If the LESSEE shall default in any payment or expenditure other than rent required to be paid or expended by the LESSEE under the terms hereof, the LESSOR may at its option make such payment or expenditure, in which event, the amount thereof shall be payable as rental to the LESSOR by the LESSEE on the next ensuing rent day together with interest at SEVEN (7%) PERCENT per annum from the date of such payment or expenditure by the LESSOR and on default in such payment the LESSOR shall have the same remedies as on default in payment of rent.

## 7. PLACE OF PAYMENT

All payments of rent or other sums to be paid hereunder shall be made at 241 South Front Street, Dowagiac, MI 49047.

## 8. COVENANT NOT TO ASSIGN OR SUBLET

The LESSEE covenants not to assign or transfer this lease without the written consent of the LESSOR, which consent will not be unreasonably withheld, in the event of a sale of the business by LESSEE. Any assignment, transfer, or sublet of the Lease Agreement in contravention of this term shall afford the LESSOR the right to immediately terminate the lease without notice to LESSEE and to re-enter and repossess the leased premises.

## 9. LESSOR'S RIGHT TO SUBORDINATE

The LESSOR reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the LESSOR'S interest in the said premises and on the land and buildings of which the said premises are a part of upon the land of which the lease premises form a part. And the LESSEE covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages and hereby irrevocably appoint the LESSOR the attorney-in-fact of the LESSEE to execute and deliver any such instrument or instruments for and in the name of the LESSEE.

## 10. DAMAGE OR DESTRUCTION OF PREMISES

It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the LESSOR will repair and restore the same to good and tenantable condition with reasonable dispatch, and that the rent

herein provided for shall abate entirely in case the entire premises are untenable and pro-rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition; Provided, however, that if the LESSEE shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the LESSEE, its agents or employees, and provided further that if the LESSEE shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the LESSEE and provided further, that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than ONE-HALF (1/2) of the value thereof, the LESSOR may, at its option, terminate this lease forthwith by a written notice to the LESSEE.

#### 11. REPAIRS AND MAINTENANCE

The LESSOR after receiving written notice from the LESSEE and having reasonable opportunity thereafter to obtain the necessary workmen therefor agrees to keep in good order and repair the roof and the four outer walls of the premises, but not the doors, door frames, the window glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or window casings, window frames and windows, or any attachments to said building or premises used in connection therewith, nor the plumbing and heating fixtures and air conditioning.

#### 12. PLATE GLASS INSURANCE

The LESSEE agrees to keep the plate glass insured with a responsible insurance company in the name of the LESSOR and to deliver the policy or policies to the LESSOR and upon its failure to do so the LESSOR may place such insurance and charge the same to the LESSEE as additional rent as provided in PARAGRAPH 4; but the failure on the part of LESSOR to place such insurance does not release the LESSEE of the liability hereby created.

#### 13. LIABILITY INSURANCE

The LESSEE agrees to indemnify and hold harmless the LESSOR from any liability for damages to any person or property in, or about said leased premises from any cause whatsoever; and LESSEE will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the LESSOR in the sum of \$1,000,000.00 for damages resulting to one person and \$1,000,000.00 for damages resulting from one casualty, and \$1,000,000.00 property damage insurance resulting from anyone occurrence. LESSEE shall deliver said policies to the LESSOR and upon LESSEE's failure to do so the LESSOR may at its option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

#### 14. REPAIRS AND IMPROVEMENTS BY LESSEE

Except as provided in PARAGRAPH 10 hereof, the LESSEE further covenants and agrees that it will, at its own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The LESSEE shall not make any alterations, additions or improvements to said premises without the LESSOR'S written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the LESSEE, shall be the property of the LESSOR, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

#### 15. AREAS UNDER LESSEE'S CONTROL

The LESSEE shall not perform any acts or carry on any practices or permit any practices to be carried on which may injure the building or be a nuisance or menace, and shall keep the premises under its control (including adjoining drives, streets, alleys or yards) clean and free from rubbish, dirt, and debris associated with its operation at all times, and it is further agreed that in the event the LESSEE shall not comply with these provisions, the LESSOR may enter upon said premises and have rubbish, dirt and debris associated with its operation removed and the common areas cleaned, in which event the LESSEE agrees to pay all charges that the LESSOR shall pay for hauling rubbish, dirt, or debris away and the common areas cleaned. Said charges shall be paid to the LESSOR by the LESSEE as soon as a bill is presented to it, and the LESSOR shall have the same remedy as is provided in PARAGRAPH 4 of this lease in the event of LESSEE'S failure to pay the same.

#### 16. COMPLIANCE WITH RULES AND REGULATIONS OF PUBLIC AUTHORITIES

The LESSEE shall at its own expense and under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

#### 17. CONDITION OF PREMISES

The LESSEE further acknowledges that it has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the LESSOR, or its agent, which are not herein expressed, and the LESSEE hereby accepts the leased premises in their present condition at the date of the execution of this lease.

#### 18. SIGNS AND ADVERTISING

It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the LESSOR shall control the character and size thereof, and that no sign shall be displayed excepting such as shall

be approved in writing by the LESSOR, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the LESSOR.

#### 19. LESSOR'S RIGHT TO INSPECT AND MAKE REPAIRS

The LESSOR shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the LESSOR deems any repairs necessary, he may demand that the LESSEE make the same and if the LESSEE refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the LESSOR may make or cause to be made such repairs and shall not be responsible to the LESSEE for any loss or damage that may accrue to his stock or business by reason thereof, and if the LESSOR makes or causes to be made such repairs the LESSEE agrees that it will forthwith on demand pay to the LESSOR the cost thereof with interest at SEVEN (7%) PERCENT per annum, and if LESSEE shall make default in such payment the LESSOR shall have the remedies provided in PARAGRAPH 4 hereof.

#### 20. COVENANT OF QUIET ENJOYMENT

The LESSOR covenants that the LESSEE, on the payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

#### 21. RIGHTS AND REMEDIES NOT CUMULATIVE

It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

#### 22. COPIES OF INSURANCE POLICIES

LESSEE hereby agrees to provide copies of all insurance coverages required under this agreement to LESSOR, and that LESSOR'S interest should appear on said insurance policies.

#### 23. BUSINESS PROPERTY TAXES

LESSEE shall promptly pay and discharge all store license taxes and general property taxes or special license fees that may be assessed or levied by any lawful authority against the property of LESSEE on, against or by virtue of the business conducted in or on the demises premises during the term of this lease.

#### 24. RISK OF LOSS OF PERSONAL PROPERTY

All personal property of any kind that may be on the leased premises during the existence of this lease shall be at the sole risk of the LESSEE and the LESSOR shall not be liable to the LESSEE or any other person for injury, loss or damage to personal property on the premises.

## 25. RIGHT OF LESSOR ON DEFAULT OF LESSEE

(a) LESSEE covenants that should it make default in its agreement to pay the rent above provided to be paid or any part thereof or in any of the other covenants and agreements herein contained it will at once deliver peaceable possession of said premises to the LESSOR, and, failing to do so, it shall be lawful for the LESSOR and its successors or assigns without notice to declare said term ended, and to re-enter said demised premises, or any part thereof, either with or without process of law and to expel remove and put out the LESSEE, or any person or persons occupying the same, using such force as may be necessary so to do and to repossess and use said premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants and LESSEE further covenants and agrees *I* that LESSOR shall have, at all times, the right to distrain for rent due, and shall have a valid and first lien upon all property of LESSEE whether exempt by law or not as security for the payment of the rent herein covenanted to be paid.

(b) That after the service of notice or the commencement of a suit or after final judgment for possession of said premises LESSOR may receive and collect any rent due and the payment of said rent shall not waive or affect said notice said suitor said judgment.

(c) At the termination of this lease, by lapse of time or otherwise, LESSEE will yield up immediate possession to LESSOR, and failing to do so, will pay as liquidated damages for each day such possession is withheld, a sum equal to five times the per diem rental then in force; but the provisions of this clause shall not be held as a waiver by LESSOR of any rights of re-entry as herein set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired for any breach of any of the covenants.

(d) It is also agreed that the LESSEE shall pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the LESSOR in enforcing the covenants and agreements of this lease, including the agreement to deliver possession for any reason herein provided and all the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to their respective heirs, executors, administrators, and successors, and the terms "LESSOR" and "LESSEE" shall embrace all of the parties hereto irrespective of number or gender.

(e) It is agreed that all payments herein provided to be made shall be made without relief from valuation or appraisal laws, and all payments required to be made which shall not be made at the time due shall bear interest at the rate of TEN PERCENT (10%) per annum from date of delinquency.

(f) In the event of actionable default, as that term is hereinafter defined, on the part of LESSEE, the LESSOR shall have the right of immediate possession of said leased premises and the leasehold herein granted shall be deemed terminated upon the occurrence of such actionable default on the part of the LESSEE. The LESSEE agrees to voluntarily yield up possession to the LESSOR upon the occurrence of such actionable default by LESSEE.

## 26. NON-WAIVER OF BREACH BY ACTION OF LESSOR

It is expressly agreed that no assent, express or implied, by LESSOR to any breach of any of the LESSEE'S covenants, and no waiver nor apparent waiver, nor the failure of LESSOR to require strict performance of any condition, covenants, or agreement, shall estop the LESSOR from enforcing such condition, covenant, or agreement, nor any other condition, covenant or agreement, nor shall any waiver at any time be implied.

## 27. ACTS CONSTITUTING DEFAULT BY LESSEE

Actionable default of the terms and provisions of this lease shall be deemed to have occurred on the happening of one or more of the following events:

(a) Failure to pay when due any rent or other sums payable by the LESSEE to the LESSOR where such failure shall continue for a period of ten (10) days after written notice from LESSOR to LESSEE of the fact of such nonpayment.

(b) The breach of any condition, covenant or provision herein resting upon the LESSEE not capable of being remedied or the breach of any such condition, covenant or provision capable of being remedied by LESSEE which LESSEE fails to so remedy with ten (10) days after receiving written notice in writing from LESSOR of such breach and demand for the remedying of same.

(c) The abandonment or vacation of the leased property by the LESSEE.

(d) An assignment by LESSEE for the benefit of creditors or the appointment of a receiver for LESSEE or LESSEE'S assets or the filing of a voluntary or involuntary petition by or against LESSEE under the Bankruptcy Act.

## 28. SECURITY DEPOSIT

The LESSEE at the time of the making of the initial lease, deposited with the LESSOR the sum of THREE HUNDRED FIFTY DOLLARS (\$350.00) as security for the full and faithful performance by the LESSEE of all of the terms and conditions upon the LESSEE'S part to be performed, this sum shall be returned to the LESSEE within ten (10) days after the time fixed as the expiration of the term herein, or the renewal term, if applicable, provided the LESSEE has fully and faithfully carried out all the terms, covenants, and conditions on its part to be performed. The LESSEE waives any and all right to the earning of interest on the aforesaid security and the LESSOR shall not be required to deposit or maintain the same in a separate bank account.

## 29. PARAGRAPH HEADINGS

The headings used in this lease agreement are used for illustrative purposes only and are not to constitute substantive matter in the interpretation and construction of the terms and provisions of this agreement.

30. PERSONS BOUND

This lease agreement shall be binding upon the parties hereto and their respective successors and assigns.

31. GOVERNING LAW

This agreement shall be construed and governed under the laws of the State of Michigan and all provisions hereof shall be interpreted in accordance with the laws of that State.

32. MULTIPLE COUNTERPARTS

This agreement is being executed in multiple counterparts, each of which shall be deemed an original without the necessity for the production of the others.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witness:

LESSORS: CITY OF DOWAGIAC

\_\_\_\_\_

\_\_\_\_\_  
By: Donald D. Lyons  
Its Mayor

\_\_\_\_\_

LESSEE:

\_\_\_\_\_

\_\_\_\_\_  
NANCY SHUFELT

*CITY OF DOWAGIAC*

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

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

**DATE:** April 19, 2012

**SUBJECT:** City Council Meeting Time Rescheduling

---

A resolution is on Monday's agenda to authorize changing the meeting time for the May 13<sup>th</sup> City Council meeting from 7:00 p.m. to 6:00 p.m. due to the Dogwood Fine Arts Festival event schedule.

**RECOMMENDATION**

Approve the resolution as presented.

Support Documents:

Cover Memo-City Mgr.  
Resolution

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

**WHEREAS**, in the month of May there are local festivals that fall on regularly scheduled meeting days; and

**WHEREAS**, the regularly scheduled City Council meeting for May 13, 2013 falls during Dogwood Fine Arts Festival week of May 10-19; and

**WHEREAS**, in an effort to eliminate a conflict for the public and elected officials who desire to attend the Dogwood Festival event on May 13<sup>th</sup>, the Mayor and Council desire to reschedule the May 13<sup>th</sup> meeting time from 7:00 p.m. to 6:00 p.m.; and

**WHEREAS**, the rescheduling of this Council meeting will not have an adverse effect on the conduct of City business.

**NOW, THEREFORE, BE IT RESOLVED** that the Dowagiac City Council hereby reschedules the Monday, May 13, 2013 City Council meeting from 7:00 p.m. to 6:00 p.m.

ADOPTED/REJECTED

***CITY OF DOWAGIAC***

---

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

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

***DATE:*** April 19, 2013

***SUBJECT:*** Budget Amendments

---

Each year budgets are reviewed on a quarterly basis for the purpose of making recommendations to Council to amend the budget based on actual financial activity and revised expectations. A review of the recommendations through the second quarter of FY2012-13 is attached for your review and consideration.

Attached you will find a report that lists the detailed budget amendments. These items have been reviewed by City Accountant Becky Grabemeyer and staff.

**RECOMMENDATION**

Approve the resolution authorizing budget amendments as presented.

Support Documents:

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

Resolution #4  
April 22, 2013

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

**WHEREAS**, the City administration has reviewed the attached budgets for the 2012-13 fiscal year and the actual revenues and expenditures through March 31, 2013; and

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

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

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

ADOPTED/REJECTED

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

	Account	Description	Amount	Reason for Change
101	General Fund			
R	101-263-607.00	Service Fees	20	Increase to expected
R	101-301-607.00	Service fees Income	2,500	Increase to expected
R	101-301-678.00	Reimbursement from School District	3	Round to an even number
R	101-301-695.00	Miscellaneous Income	800	Increase to expected
R	101-336-530.00	Federal Grant	60	Increase to expected
R	101-336-607.50	Fire Class Training Fee Income	(2,800)	Reduce to income received
R	101-336-630.00	Tree Sales - Fundraiser	210	Increase to expected
R	101-336-631.00	Township Fire Protection	(66)	Adjust to a round number
R	101-336-669.00	DVFD Revenue	500	Increase to expected
R	101-371-626.31	Code Enforcement Fees	(2,200)	Reclass within fund
R	101-537-653.00	Aviation Fuel Sales	13	Adjust to a round number
R	101-537-695.00	Miscellaneous Income	100	Establish budget
R	101-804-696.01	Membership Fees	1,000	Increase to expected
	101-100-956.05	Over/Short	10	Establish budget
	101-172-702.00	Salaries & Wages	9,400	Reclass within fund
	101-172-702.01	Vacation Sellback	(9,400)	Reclass within fund
	101-201-720.00	Worker's Compensation	35	Increase to expected
	101-209-703.00	Part Time Staff	450	Reclass within fund
	101-209-716.10	Health Insurance Opt Out	(450)	Reclass within fund
	101-209-720.00	Worker's Compensation	15	Increase to expected
	101-215-702.00	Salaries & Wages	3,300	Reclass within fund
	101-215-702.01	Vacation Sellback	(3,300)	Reclass within fund
	101-215-718.00	Retirement Contributions	230	Increase to expected
	101-215-720.00	Worker's Compensation	(1)	Adjust to a round number
	101-263-801.00	Contractual/Professional Services	(2,770)	Reclass within fund
	101-263-853.00	Telephone	2,770	Reclass within fund
	101-265-702.00	Salaries & Wages	(2,970)	Reclass within fund
	101-265-702.01	Vacation Sellback	(1,530)	Reclass within fund
	101-265-702.25	Regular Overtime	100	Reclass within fund
	101-265-702.61	MPE Maintenance Labor	4,400	Reclass within fund
	101-265-974.20	Cemetery/Grounds Improvement	100	Increase based on donation received
	101-265-974.20	Cemetery/Grounds Improvement	275	Increase - using St. Deny's Grant Monies
	101-301-702.00	Salaries & Wages	9,595	Reclass within fund
	101-301-702.01	Vacation Sellback	(5,780)	Reclass within fund
	101-301-702.25	Regular Overtime	(23,500)	Reclass within fund/Police Fund
	101-301-702.29	Court Overtime	3,500	Reclass within fund
	101-301-715.00	FICA Taxes	(1,885)	Reclass within Police Fund
	101-301-716.10	Health Insurance Opt Out	(3,815)	Reclass within fund
	101-301-716.25	Retiree Health Insurance	12,275	Establish budget
	101-301-728.00	Office Supplies	990	Reclass within fund
	101-301-730.00	Postage	150	Reclass within fund
	101-301-740.00	Operating Supplies	(1,140)	Reclass within fund
	101-301-740.17	K-9 Operations	360	Reclass within fund
	101-302-702.00	Salaries & Wages	10,475	Reclass within fund
	101-302-702.01	Vacation Sellback	(6,575)	Reclass within fund
	101-302-702.27	Holiday Overtime	4,500	Reclass within fund
	101-302-702.29	Court Overtime	600	Reclass within fund
	101-302-716.10	Health Insurance Opt Out	(9,000)	Reclass within fund
	101-303-702.00	Salaries & Wages	20,000	Reclass within Police Fund
	101-303-715.00	FICA Taxes	1,525	Reclass within Police Fund
	101-316-702.00	Salaries & Wages	1,700	Increase to expected
	101-316-715.00	FICA Taxes	135	Increase to expected
	101-336-702.00	Salaries & Wages	4,600	Reclass within fund

101-336-702.01	Vacation Sellback	(4,600)	Reclass within fund
101-336-702.25	Regular Overtime	(2,000)	Reclass within fund
101-336-703.25	PTOCFF OT Coverage	2,000	Reclass within fund
101-336-716.25	Retiree Health Insurance	2,400	Establish budget
101-336-932.00	Vehicle Insurance	16,000	Establish budget
101-336-970.00	Capital Expenditures	740	Remainder Fire Class TR Rev 2011/2012FYE
101-336-970.00	Capital Expenditures	835	Councilman Burling's Donation
101-371-702.00	Salaries & Wages	(25,000)	Reclass within fund
101-371-702.01	Vacation Sellback	(3,740)	Reclass within fund
101-371-715.00	FICA Taxes	(2,200)	Reclass within fund
101-371-716.00	Health/Dental Insurance	(7,350)	Reclass within fund
101-371-716.10	Health Insurance Opt Out	(1,755)	Reclass within fund
101-371-718.00	Retirement Contributions	(15,010)	Reclass within fund
101-371-801.06	Contractual Services - Code Enforcement	15,010	Reclass within fund
101-371-801.11	Contractual - Electrical Insp	2,000	Reclass within fund
101-371-801.22	Contractual - Plumbing Insp.	1,345	Reclass within fund
101-371-801.44	Contractual - Building	33,000	Reclass within fund
101-371-853.00	Telephone	1,500	Reclass within fund
101-448-717.00	Life Insurance	10	Increase to expected
101-448-934.00	Site Maintenance & Improvement	2,000	Increase to expected
101-537.801.00	Contractual/Professional Services	2,000	Increase budget - purchased furnace
101-537.853.00	Telephone	(400)	Reclass within fund
101-537-716.00	Health/Dental Insurance	3,000	Increase to expected
101-537-718.00	Retirement Contributions	20	Increase to expected
101-537-719.00	General Insurance	(6,500)	Reclass within fund
101-537-910.00	General Insurance Coverage	6,500	Reclass within fund
101-537-956.00	Miscellaneous Expense	400	Reclass within fund
101-804-720.00	Worker's Compensation	170	Establish Budget
101-804-740.00	Operating Supplies	6,000	Establish Budget
101-804-801.00	Contractual/Professional Services	1,500	Establish budget
101-804-805.00	Dues, Memberships, Subscriptions	300	Establish Budget
101-804-920.00	Utilities	900	Establish Budget
101-804-931.00	Building Maintenance	600	Establish Budget
101-954-910.00	General Insurance Coverage	(11,500)	Reclass within fund (Retention Fund)
101-985-965.00	Transfer to Other Funds	11,500	Reclass within fund (Retention Fund)

*Revenue*      140      *Expense*      39,639      *Overall*      (39,499) *Increase / (Decrease) Fund Bal.*

202 Major Streets

R	202-476-530.00	Federal Grant	39,120	CMAQ Grant
	202-448-970.00	Capital Items	48,900	CMAQ Projected Total
	202-463-702.00	Salaries & Wages	1,215	Reclass within fund
	202-463-716.00	Health/Dental Insurance	(5,140)	Reclass within fund
	202-463-716.10	Health Insurance Opt Out	(1,215)	Reclass within fund
	202-463-716.25	Retiree Health Insurance	70	Establish budget
	202-463-910.00	General Insurance Coverage	2,150	Establish insurance budget
	202-473-784.00	Equipment Rental	150	Reclass within fund
	202-473-801.00	Contractual/Professional Svs	150	Reclass within fund
	202-475-784.00	Repair Maint Supply	(3,000)	Reclass within fund
	202-475-920.00	Utilities	3,000	Reclass within fund
	202-475-946.00	Equipment Rental	50	Reclass within fund
	202-476-717.00	Life Insurance	125	Increase to expected
	202-479-702.25	Regular Overtime	500	Reclass within fund
	202-479-716.00	Health/Dental Insurance	15	Reclass within fund
	202-479-717.00	Life Insurance	30	Reclass within fund
	202-479-718.00	Retirement Contributions	3,620	Reclass within fund
	202-479-946.00	Equipment Rental	15,000	Reclass within fund
	202-483-716.00	Health/Dental Insurance	(7,500)	Reclass within fund
	202-483-718.00	Retirement Contributions	(7,500)	Reclass within fund

202-485-965.00	Transfer to Other Funds		640	Increased insurance cost - txfr retention fund
202-486-715.00	FICA Taxes		410	Reclass within fund
202-486-718.00	Retirement Contributions		1,600	Increase to expected
202-486-946.00	Equipment Rental		9,000	Increase to expected

*Revenue*    39,120    *Expense*    62,270    *Overall*    (23,150) *Increase / (Decrease) Fund Bal.*

203 Local Streets

R	203-476-695.00	Miscellaneous Income	(9,500)	Reclass within fund
	203-463-702.00	Salaries & Wages	4,700	Reclass within fund
	203-463-716.10	Health Insurance Opt Out	(945)	Reclass within fund
	203-463-716.25	Retiree Health Insurance	110	Establish budget
	203-463-910.00	General Insurance Coverage	2,000	Establish insurance budget
	203-464-716.00	Health/Dental Insurance	5	Establish budget
	203-464-718.00	Retirement Contributions	40	Establish budget
	203-469-946.00	Equipment Rental	9,000	Increase to expected
	203-476-676.00	Transfer from Other Funds	9,500	Reclass within fund
	203-479-702.00	Salaries & Wages	4,400	Reclass within fund
	203-479-702.25	Regular Overtime	25	Reclass within fund
	203-479-715.00	FICA Taxes	310	Reclass within fund
	203-479-716.00	Health/Dental Insurance	10	Reclass within fund
	203-479-717.00	Life Insurance	5	Reclass within fund
	203-479-718.00	Retirement Contributions	2,600	Reclass within fund
	203-479-784.00	Repair Maint/Supply	(7,800)	Reclass within fund
	203-483-702.00	Salaries & Wages	11,450	Reclass within fund
	203-483-715.00	FICA Taxes	870	Increase to expected
	203-483-716.00	Health/Dental Insurance	(13,000)	Reclass within fund
	203-483-718.00	Retirement Contributions	(4,740)	Reclass within fund
	203-483-801.00	Contractual/Professional	525	Reclass within fund
	203-483-965.00	Transfer to Other Funds	600	Increased insurance cost - txfr retention fund

*Revenue*    (4,800)    *Expense*    14,965    *Overall*    (19,765) *Increase / (Decrease) Fund Bal.*

208 Parks

R	208-718-530.00	Federal Grant	56,560	CMAQ Grant
	208-718-970.00	Capital Items	70,700	CMAQ Projected Total

*Revenue*    56,560    *Expense*    70,700    *Overall*    (14,140) *Increase / (Decrease) Fund Bal.*

218 Sidewalk Replacement Program

NO ADJUSTMENTS SUGGESTED

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

226 Solid Waste

R	226-523-403.00	Current Taxes	2,000	Increase to adjust for actual revenue
	226-523-720.00	Worker's Compensation	(1)	Adjust to a round number
	226-523-724.00	Fringe Benefits	(500)	Reclass within fund
	226-523-729.01	Organics Management	3,200	Reclass within fund
	226-523-801.00	Contractual/Professional Svcs	(3,200)	Reclass within fund
	226-523-801.07	Nubour Landfill Maintenance	35,000	Increase to adjust for actual expenses
	226-523-910.00	General Insurance Coverage	500	Reclass within fund
	226-523-946.00	Equipment Rental	16,000	Increase to adjust for actual expenses
	226-523-956.00	Miscellaneous Expense	200	Increase to adjust for actual expenses
	226-523-965.00	Transfer to Other Funds	200	Increased insurance cost - txfr retention fund

	<i>Revenue</i>	2,000	<i>Expense</i>	51,399	<i>Overall</i>	(49,399) Increase / (Decrease) Fund Bal.
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240	Industrial/Economic Development					
R	240-261-676.52	Transfer from Electric		25,000		Increase EL txfr to help remove budget deficit
	240-261-716.00	Health/Dental Insurance		75		Increase to expected
	240-261-725.00	Property Taxes		375		Establish budget
	245-261-990.00	Debt Service		16,000		Reclass within fund
	245-261-995.00	Interest Expense		(16,000)		Reclass within fund
	<i>Revenue</i>		<i>Expense</i>	450	<i>Overall</i>	(450) Increase / (Decrease) Fund Bal.
<hr/>						
242	Brownfield Redevelopment Authority					
	NO ADJUSTMENTS SUGGESTED					
	<i>Revenue</i>		<i>Expense</i>		<i>Overall</i>	- Increase / (Decrease) Fund Bal.
<hr/>						
243	LDFA Project					
	NO ADJUSTMENTS SUGGESTED					
	<i>Revenue</i>		<i>Expense</i>		<i>Overall</i>	- Increase / (Decrease) Fund Bal.
<hr/>						
245	DDA TIF Project					
R	245-850-696.00	Local Grant Income		10,000		Two \$5,000 grants received
	245-850-719.00	General Insurance		(575)		Reclass within fund
	245-850-880.03	Beckwith Park Concerts		5,000		Update to record expenses, grant received
	245-850-910.00	General Insurance Coverage		575		Reclass within fund
	245-850-965.00	Transfer from Other Funds		200		Increased insurance cost - txfr retention fund
	245-850-972.00	Streetscape Improvements/Maintenance		5,000		Update to record expenses, grant received
	245-850-990.00	Debt Service		2,880		Increase to include total debt service payoff
	<i>Revenue</i>	10,000	<i>Expense</i>	13,080	<i>Overall</i>	(3,080) Increase / (Decrease) Fund Bal.
<hr/>						
252	Rehab Loan Payments					
R	252-821-670.10	Revolving Loan Repayments		(1,500)		Reclass within fund
	252-821-702.00	Salaries & Wages		(3,120)		Reclass within fund
	252-821-715.00	FICA Taxes		(240)		Reclass within fund
	252-821-716.00	Health/Dental Insurance		(600)		Reclass within fund
	252-821-717.00	Life Insurance		(5)		Reclass within fund
	252-821-801.00	Contractual/Professional Services		(16,600)		Reclass within fund
	252-821-931.06	Design Review Incentive Program		2,465		Increase to expected
	252-821-934.80	RTL RHB - 144 S Front		17,400		Reclass within fund & adjust to expected
	252-821-965.00	Transfer to other funds		1,720		Transfer out profit to other funds for use
	<i>Revenue</i>	(1,500)	<i>Expense</i>	1,020	<i>Overall</i>	(2,520) Increase / (Decrease) Fund Bal.
<hr/>						
255	Rental Rehab					
R	255-821-641.00	Owner's Share		7,450		Increase to actual
	<i>Revenue</i>	7,450	<i>Expense</i>	-	<i>Overall</i>	7,450 Increase / (Decrease) Fund Bal.
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265	Municipal Facilities/Improvement					
R	265-264-665.00	Interest Income		(4,500)		Adjust down - EL Loan pd 09/12
R	265-264-668.00	Rental Income		12,300		Adjust up to estimated income

R	265-264-695.00	Miscellaneous Income		10,000	Establish Budget - CCDET Billings
	265-264-910.00	General Insurance Coverage		160	Establish Budget
	265-264-931.03	Property Management		1,500	Increase to expected
	265-264-965.00	Transfer to Other Funds		50	Increased insurance cost - txfr retention fund
	265-264-970.00	Capital Items		8,500	Final Installment - Museum Property Bld

*Revenue*    17,800    *Expense*    10,210    *Overall*    7,590 *Increase / (Decrease) Fund Bal.*

266 City Drug Forfeiture

	266-765-956.00	Miscellaneous Expense		2,000	Set up allowance for police informant expense
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*Revenue*    -    *Expense*    2,000    *Overall*    (2,000) *Increase / (Decrease) Fund Bal.*

268 Federal Drug Forfeiture

NO ADJUSTMENTS SUGGESTED

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

299 Depot

NO ADJUSTMENTS SUGGESTED

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

497 M-51 S Commercial Development

	497-850-990.00	Debt Service		(13,225)	Decrease to expected
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*Revenue*       *Expense*    (13,225.00)    *Overall*    13,225 *Increase / (Decrease) Fund Bal.*

499 Capital Project Fund

	499-446-676.00	Transfer from Other Funds		1,750	Establish Budget
	499-446-975.00	Construction		(60,000)	Reclass within fund
	499-446-975.01	Construction - Local		30,000	Reclass within fund
	499-446-975.02	Construction - Small Urban		30,000	Reclass within fund

*Revenue*    1,750    *Expense*    -    *Overall*    1,750 *Increase / (Decrease) Fund Bal.*

582 Electric Utility

	582-442-702.00	Salaries & Wages		5,465	Reclass within fund
	582-442-702.01	Vacation & Sellback		(1,650)	Reclass within fund
	582-442-716.10	Health Insurance Opt Out		(3,815)	Reclass within fund
	582-442-716.25	Retiree Health Insurance		17,870	Establish Budget
	582-442-801.00	Contractual/Professional Svcs		5,000	Reclass within fund
	582-442-954.00	Freight		500	Reclass within fund
	582-442-983.00	Meters		(500)	Reclass within fund
	582-442-987.00	Demolition/ Disposal		(5,000)	Reclass within fund
	582-483-702.00	Salaries & Wages		1,685	Reclass within fund
	582-483-702.01	Vacation & Sellback		(785)	Reclass within fund
	582-483-716.10	Health Insurance Opt Out		(900)	Reclass within fund
	582-483-716.25	Retiree Health Insurance		8,150	Establish Budget
	582-483-910.00	General Insurance Coverage		(10,000)	Reclass within fund
	582-483-930.00	Equipment Maintenance		1,450	Reclass within fund
	582-483-965.00	Transfer to Other Funds		25,000	Increase Txfr to 240 to remove budget deficit
	582-483-965.00	Transfer to Other Funds		7,000	Establish budget for restoration work in 661
	582-483-965.00	Transfer to Other Funds		10,000	Reclass within fund

582-483-995.00	Interest Expense		(1,450)	Reclass within fund
582-487-990.00	Debt Service		185	Increase to expected
582-580-801.00	Contractual/Professional Svs		25,000	Reclass within fund
582-580-964.12	EOP Services/Reimbursements		(25,000)	Reclass within fund
582-850.956.00	Miscellaneous Expense		300	Reclass within fund
582-850-728.00	Office Supplies		400	Reclass within fund
582-850-730.00	Postage		300	Reclass within fund
582-850-880.05	Business Recruitment		(1,000)	Reclass within fund
	<i>Revenue</i>		<i>58,205.00</i>	<i>Overall (58,205) Increase / (Decrease) Fund Bal.</i>
		<i>Expense</i>		

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588 Dial A Ride Transportation

R	588-959-403.00	Current Taxes		200	Increase to adjust for actual revenue	
R	588-959-530.00	Federal Grant		48,000	CMAQ Grant	
R	588-959-540.00	State Grant		12,000	CMAQ Grant	
R	588-959-695.00	Miscellaneous Income		650	Increase to adjust for actual revenue	
	588-959-702.01	Vacation Sellback		(1,075)	Reclass within fund	
	588-959-702.10	Wages		1,075	Reclass within fund	
	588-959-716.25	Retiree Health Insurance		(1,245)	Adjust to expected actual cost	
	588-959-861.00	Car Allowance		(1,330)	Reclass within fund	
	588-959-873.00	Travel & Training		1,330	Reclass within fund	
	588-959-965.00	Transfer to Other Funds		1,000	Increased insurance cost - txfr retention fund	
	588-959-970.00	Capital Items		60,000	CMAQ Grant - Expenses	
		<i>Revenue</i>	<i>60,850</i>	<i>Expense</i>	<i>59,755.00</i>	<i>Overall 1,095 Increase / (Decrease) Fund Bal.</i>

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590 Sewer Utility

R	590-440-644.14	Contractual Utility Sales - P/Y Recon		620	Adjust to actual
R	590-440-644.15	Bad Debt Utility Sales		(1,500)	Adjust to expected
R	590-985-676.00	Transfers from Other Funds		3,500	Adjust to expected
	590-422-716.10	Health Insurance Opt Out		(315)	Reclass within fund
	590-442-702.00	Salaries & Wages		(18,135)	Reclass within fund
	590-442-702.00	Salaries & Wages		1,135	Reclass within fund
	590-442-702.01	Vacation Sellback		(820)	Reclass within fund
	590-442-715.00	FICA Taxes		(1,400)	Reclass within fund
	590-442-716.25	Retiree Health Insurance		9,450	Establish Budget
	590-443-702.00	Salaries & Wages		14,040	Reclass within fund
	590-443-702.00	Salaries & Wages		820	Reclass within fund
	590-443-702.01	Vacation Sellback		(820)	Reclass within fund
	590-443-715.00	FICA Taxes		1,070	Reclass within fund
	590-443-910.00	General Insurance Coverage		(4,500)	Reclass within fund (Retention Fund)
	590-445-702.00	Salaries & Wages		4,050	Reclass within fund
	590-445-715.00	FICA Taxes		315	Reclass within fund
	590-445-716.00	Health/Dental Insurance		2,585	Increase to expected
	590-445-720.00	Worker's Compensation		205	Increase to expected
	590-483-702.00	Salaries & Wages		1,370	Reclass within fund
	590-483-702.01	Vacation Sellback		(785)	Reclass within fund
	590-483-716.10	Health Insurance Opt Out		(585)	Reclass within fund
	590-483-716.25	Retiree Health Insurance		3,620	Establish Budget
	590-483-873.00	Travel & Training		(500)	Reclass within fund
	590-483-930.00	Equipment Maintenance		500	Reclass within fund
	590-483-961.00	Bad Debt Expense		(4,000)	Reclass within fund
	590-483-965.00	Transfer to Other Funds		4,500	Reclass within fund (Retention Fund)
	590-487-990.00	Debt Service		40	Increase to expected
	590-538-702.20	Wages - Monitor Collection		(540)	Reclass within fund
	590-538-702.30	Wages Maint/Repair		(540)	Reclass within fund
	590-538-702.35	Maintenance - OT		1,080	Reclass within fund

590-538-716.00	Health/Dental Insurance	2,700	Reclass within fund
590-538-716.25	Retiree Health Insurance	120	Establish Budget
590-538-724.00	Fringe Benefits	(2,700)	Reclass within fund
590-538-784.10	Repair Maint Supply	500	Establish Budget
590-538-801.00	Contractual Professional Svcs	3,000	Increase to expected
590-538-910.00	General Insurance Coverage	70	Increase to expected
590-539-716.00	Health/Dental Insurance	7,400	Reclass within fund
590-539-716.25	Retiree Health Insurance	325	Establish Budget
590-539-724.00	Fringe Benefits	(7,400)	Reclass within fund
590-539-910.00	General Insurance Coverage	205	Increase to expected

*Revenue*    2,620    *Expense*    16,060    *Overall*    (13,440) *Increase / (Decrease) Fund Bal.*

591 Water Utility

R	591-536-695.00	Miscellaneous Income	2,140	Adjust to expected
	591-442-702.00	Salaries & Wages	1,090	Reclass within fund
	591-442-702.01	Vacation Sellback	(820)	Reclass within fund
	591-442-716.10	Health Insurance Opt Out	(270)	Reclass within fund
	591-442-716.25	Retiree Health Insurance	3,140	Establish Budget
	591-442-937.00	Storage Tank Maintenance	1,800	Increase to expected
	591-483-702.00	Salaries & Wages	675	Reclass within fund
	591-483-716.00	Health/Dental Insurance	6	Adjust to a round number
	591-483-716.10	Health Insurance Opt Out	(675)	Reclass within fund
	591-483-716.25	Retiree Health Insurance	(830)	Adjust budget to expected expense
	591-483-720.00	Worker's Compensation	2,265	Increase to expected
	591-483-805.00	Dues, Memberships, Subscriptions	400	Increase to expected
	591-483-910.00	General Insurance Coverage	(3,500)	Reclass within fund (Retention Fund)
	591-483-930.00	Equipment Maintenance	700	Reclass within fund
	591-483-956.00	Miscellaneous Expense	(700)	Reclass within fund
	591-483-965.00	Transfer to Other Funds	3,500	Reclass within fund (Retention Fund)
	591-487-990.00	Debt Service	85	Increase to expected
	591-536-702.20	Wages, Monitor/Collection	(1,500)	Reclass within fund
	591-536-702.25	Regular Overtime	1,500	Reclass within fund
	591-536-702.25	Wages - Overtime	135	Reclass within fund
	591-536-716.10	Health Insurance Opt Out	(135)	Reclass within fund
	591-536-784.00	Repair Maint Supply	(6,000)	Reclass within fund
	591-536-801.00	Contractual/Professional Services	6,000	Reclass within fund
	591-536-995.00	Interest Expense	20	Increase to expected

*Revenue*    2,140    *Expense*    6,886    *Overall*    (4,746) *Increase / (Decrease) Fund Bal.*

661 Motor Pool/Equipment

R	661-932-678.01	Reimbursement from Outside Agency	20,000	Establish Budget for Income Rec (CCDET)
R	661-932-676.00	Transfer from Other Funds	7,000	Record transfer in from electric
	661-932-716.25	Retiree Health Insurance	12,780	Establish Budget
	661-932-741.00	Antifreeze	450	Reclass within fund
	661-932-801.00	Contractual/Professional Svcs	10,050	Reclass within fund
	661-932-920.00	Utilities	(10,500)	Reclass within fund
	661-932-933.01	Ongoing Certifications	7,000	Record expense for electric equipment
	661-932-965.00	Transfer to Other Funds	8,100	Increased insurance cost - txfr retention fund

*Revenue*    27,000    *Expense*    27,880.00    *Overall*    (880) *Increase / (Decrease) Fund Bal.*

662 Computer Replacement Fund

662-932-716.25	Retiree Health Insurance	180	Establish Budget
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662-932-801.00	Contractual/Professional Services		(950)	Reclass within fund (General Insurance)
662-932-910.00	General Insurance Coverage		750	Reclass within fund
662-932-965.00	Transfer to Other Funds		200	Reclass within fund (Retention Fund)
662-932-980.00	Office Equipment		3,350	Reclass within fund
662-932-987.00	Demolition/Disposal		(3,350)	Reclass within fund
	<i>Revenue</i>			
		<i>Expense</i>	180.00	
			<i>Overall</i>	(180.00) Increase / (Decrease) Fund Bal.

677 Self Insurance

NO ADJUSTMENTS SUGGESTED

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

NO ADJUSTMENTS SUGGESTED

	<i>Revenue</i>		<i>Expense</i>		<i>Overall</i>	-	Increase / (Decrease) Fund Bal.
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733 Retiree Health Insurance

R	733-861-665.00	Interest Income		9,800	Adjust to expected		
R	733-861-677.10	Employer Retiree Contributions		32,400	Establish Budget - txfr in from other accts.		
	<i>Revenue</i>	42,200	<i>Expense</i>		<i>Overall</i>	42,200.00	Increase / (Decrease) Fund Bal.

753 Retiree Health Insurance

R	753-277-675.01	Donations		300	Adjust to expected		
	<i>Revenue</i>	300	<i>Expense</i>		<i>Overall</i>	300.00	Increase / (Decrease) Fund Bal.
			<i>All Funds</i>	(157,844)			Increase / (Decrease) Fund Bal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Approved

***CITY OF DOWAGIAC***

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

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

***DATE:*** April 19, 2013

***SUBJECT:*** Recognition of National Train Day

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Each year, Amtrak sets aside a day to recognize the importance of rail traffic's past, present and future impact on the development of the United States of America. The Amtrak station in Dowagiac has been a major part of the City of Dowagiac's history and continues to be a terrific transportation connection for area residents. The City would like to recognize May 11, 2013 as National Train Day and communicate the importance of rail service to the history and future of the United States.

**RECOMMENDATION**

Adopt a resolution proclaiming May 11, 2013 as *National Train Day*.

Support Documents:  
Cover Memo-City Mgr.  
Resolution

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

**WHEREAS**, Amtrak provided statewide passenger rail travel to over ¾ million Michigan travelers in 2011; and

**WHEREAS**, for Dowagiac area residents, Amtrak represents the only major passenger transportation link to the rest of the country; and

**WHEREAS**, on May 10, 1869 the "golden spike" was driven into the final tie at Promontory Summit, Utah to join the Central Pacific and the Union Pacific Railroads, ceremonially completing the first transcontinental railroad and therefore connecting both coasts of the United States; and

**WHEREAS**, the City of Dowagiac embraces Amtrak's invitation to Discover the Rail Way<sup>SM</sup>; and

**WHEREAS**, we recognize and celebrate the pivotal role that a robust intercity passenger rail system can provide for better mobility for persons of all abilities.

**NOW, THEREFORE**, the City Council of the City of Dowagiac does hereby proclaim May 11, 2013, as *National Train Day*.

**BE IT FURTHER RESOLVED** that copies of this resolution be transmitted to the Michigan Association of Railroad Passengers, Amtrak, and the Michigan Environmental Council.

ADOPTED/REJECTED

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 #15 for the period ending 4/18/13:

Invoices: 588,428.99  
Payroll: 169,302.07  
Total: \$757,731.06

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

Invoices	Payroll	Total
\$588,428.99	\$169,302.07	\$757,731.06

ADOPTED/REJECTED

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk

Vendor	Invoice #	Description	Amount
ABSOPURE WATER COMPANY	82739484	BOTTLED WATER/DEPOSIT	34.50
ABSOPURE WATER COMPANY	53979100	H&C COOLER RENTAL	8.00
ABSOPURE WATER COMPANY	53982130	C&C COOLER RENTAL-NUBOUR	6.00
ACCOUNTING CONSULTANTS, PC	3/31/13	CONSULTING SVC THROUGH 3/31/13	2,160.00
AIRGAS GREAT LAKES	9908891024	WELDING SUPPLIES	36.56
ALEXANDER CHEMICAL A CARUS COMPANY	SLS/10003400	WTP CHLORINE/FLUORIDE	1,067.00
ALEXANDER CHEMICAL A CARUS COMPANY	SCL10000141	WTP CONTAINER CREDIT	(455.00)
ALTEC INDUSTRIES, INC	7002027	#4/12 INSP/DIELECTRIC TEST	1,412.50
AMERAPLAN	5/13	AMERAPLAN ADMIN FEE	720.00
AMERICAN ELECTRIC POWER	CDOW_201303_01	3/13 ENERGY	386,329.74
APX, INC	2148	MIREC LOAD BASE FEE/SUBSCRIPTION	107.36
AT&T MOBILITY	287019289817	WIRELESS CHARGES 2/24/13-3/23/13	817.09
BARRY'S AUTOMOTIVE, INC	1178	TOW/HOLD FORFEITURE 2/27/13	160.00
BENEDIX, JAMES & KAREN	4/12/13	HOUSING INCENTIVE AWARD-302 MCPHIL	50.00
BEST WAY DISPOSAL	016870	WWTP SLUDGE DISPOSAL	3,480.00
BLUE CROSS/BLUE SHIELD	5/13	HEALTH INSURANCE PREMIUM-5/13	49,805.48
BRADY, TOM	4/8/13	MUSEUM SIDEWALK/PADS	2,200.00
C WIMBERLY AUTOMOTIVE GROUP	44896	#104 SHIELD	31.26
CALDWELL, JESSICA	04/17/2013	UB refund for account: 08-2218-20	58.94
CAMPBELL MURCH MEMORIALS, INC	20130076	BROKEN GRANITE REPAIR	150.00
CAPITAL TIRE, INC	1321947	TIRES	437.28
CAPITAL TIRE, INC	1321190	TIRES	610.00
CASSOPOLIS AREA UTILITIES AUTHORITY	4/11/13	CASS WATER SYSTEM	5,136.23
CHET NICHOLS, INC	328922	#2101 SWAY BAR LINK KIT	15.64
CHET NICHOLS, INC	331784	#150 FUSES	6.60
CINTAS LOCATION #336	336-05625	MATS	89.20
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	386.87
CINTAS LOCATION #336	336-07833	MATS & UNIFORMS	285.32
CLARK HILL PLC	486332	SERVICES RENDERED THRU 3/31/13	328.00
COLLINS, CARLA D	04/17/2013	UB refund for account: 09-1650-17	61.33
COMCAST	8771402380126332	INTERNET SERVICE-FD	66.95
CREATIVE VINYL SIGNS	24075	LANDFILL SIGNS/TREE PLAQUES	294.75
CRESSY & EVERETT	04/17/2013	UB refund for account: 11-0171-3	53.50
DAVE'S CONCRETE PRODUCTS, INC	18658	CONCRETE-MUSEUM	455.00
DAVE'S CONCRETE PRODUCTS, INC	18645	WRR/WAYNE STORM SEWER DRYWELL	465.00
DOUBLEDAY OFFICE PRODUCTS, INC	138841I	TRASH CONTAINER	36.49
DOWAGIAC CLEANERS	4/1/13 DPD	UNIFORM CLEANING	113.50
DOWAGIAC UNION SCHOOLS	201213-18	FUEL EXPENSES-MARCH 2013	8,772.65
DUST BUSTERS	5/13	5/13 CLEANING SERVICES	1,725.00
EAR PHONE GUY, LLC	1006	RADIO MICS-FD	476.00
EAU CLAIRE FRUIT EXCHANGE	616272	LEATHER HOLSTER/HAND PRUNER	32.15
EAU CLAIRE FRUIT EXCHANGE	26808	DORMANT OIL	67.72
ELECTION SYSTEMS & SOFTWARE, INC	849820	BREAK/FIX-HDW MTC-AUTO	61.06
ENVIRONMENTAL RESOURCE ASSOCIATES	683272	NPDES CONTROL SAMPLES	284.71
ETNA SUPPLY	S100688331.001	ROLLERS	14.78
EVANS, GUY	4/11/13	HOTEL-FIRE INSP TRAINING	76.78
EXPERT COMPUTER INTERNATIONAL	439891	BATTERIES	526.70
FAR AHEAD ADVERTISING	4/16/13	BECKWITH PARK CONCERT SERIES	150.00
FERRIER, DENNIS	4/16/13	BECKWITH PARK CONCERT SERIES	475.00
FIA CARD SERVICES	0252	AGENDA LUNCH	24.19
FIA CARD SERVICES	0252	CAUA LUNCH	13.36
FIA CARD SERVICES	0252	HOLSTER	31.99
FIA CARD SERVICES	0252	TRAINING-EVANS	75.00
FIA CARD SERVICES	0252	TRAINING-MATTIX	75.00
FIA CARD SERVICES	0252	K-9 PRESCRIPTION	68.28

Vendor	Invoice #	Description	Amount
FIA CARD SERVICES	0252	MONITOR-CM	264.99
FIA CARD SERVICES	0252	LIFT STATION REPORTS	59.99
FIA CARD SERVICES	0252	LIFT STATION ALARMS	24.99
FIA CARD SERVICES	0252	SMALL DRAIN BOXES	35.75
FIA CARD SERVICES	0252	ECON DEV	10.27
FIA CARD SERVICES	0252	KEY TO CITY	59.50
FIA CARD SERVICES	0252	TRAINING/FLIGHT-GOLLNICK	417.60
FRAME OF MIND, LLC	3/20/13	PICTURE FRAMING-TRAIN DEPOT	166.00
FRONTIER	51700117650520115	CCWS-DATA LINE 4/10/13-5/9/13	107.38
GH COOK LUMBER	04/17/2013	UB refund for account: 14-0250-2	99.64
GILLAM, KENNETH	04/17/2013	UB refund for account: 11-1695-9	129.49
GINGER VALLEY FARMS, INC	632	2 CLEVELAND PEAR TREES	300.00
GINGER VALLEY FARMS, INC	620	REPLACEMENT TREES	7,420.00
GRAMES TIRE & BATTERY, INC	1935	#74 TIRE REPAIR	129.90
GRAMES TIRE & BATTERY, INC	1945	#PD121 TIRES	64.00
GREAT LAKES CLEANING SYSTEMS, INC	36796	HOT WATER PRESSURE WASHER	6,331.00
HAAS ALARMS AND SERVICE, INC	057878	ALARM-CAMERA CONNECTOR	392.75
HAAS ALARMS AND SERVICE, INC	057261	CAMERA/ALARM/FIRE SYSTEM	17,712.99
HALE'S HARDWARE, INC	B17411	JANITORIAL SUPPLIES	31.29
HALE'S HARDWARE, INC	B17294	BRUSHES/HOSE/CONNECTORS/CAPS/CABLE	127.59
HALE'S HARDWARE, INC	C15581	CCWS-CABLE TIES	14.54
HALE'S HARDWARE, INC	A3559	SHOVEL/RAKES	54.71
HALE'S HARDWARE, INC	C15810	CLEANING SUPPLIES	40.30
HALE'S HARDWARE, INC	C15234	FUSE HOLDER/PVC BOX HOLDER	6.29
HALE'S HARDWARE, INC	C14740	SQUEEGEE	8.24
HALE'S HARDWARE, INC	C14987	#131 FEM CONNECTORS	5.33
HALE'S HARDWARE, INC	C14982	#131 HOSE/ROPE/CONNECTORS/BUSHINGS	82.21
HALE'S HARDWARE, INC	C15104	STARTER FERTILIZER	36.84
HALE'S HARDWARE, INC	C15159	ELBOW SWEEPS	9.29
HALE'S HARDWARE, INC	C14876	WATER SALT CRYSTAL	23.22
HALE'S HARDWARE, INC	C14903	POWER WASHER INSTALLATION PARTS	31.77
HALE'S HARDWARE, INC	C14869	GALV COUPLINGS	7.74
HALE'S HARDWARE, INC	C16457	PHOTO EYE/GFCI OUTLET	38.31
HALE'S HARDWARE, INC	C15627	PRESSURE GAUGE	6.30
HALE'S HARDWARE, INC	C15913	GARDEN HOSE/KEY TAG	82.67
HALE'S HARDWARE, INC	C16253	FASTENERS	2.72
HALE'S HARDWARE, INC	C16238	FASTENERS/BUSHINGS/MASONRY BIT	10.42
HALE'S HARDWARE, INC	C16326	#2-20 BARB BALL VALVE	11.63
HANSON BEVERAGE SERVICE	574822	DISTILLED WATER	21.50
HARNER, CHRIS & CHURCH, ASHLEY	04/17/2013	UB refund for account: 15-0361-11	135.08
HARRIER, SARAH	4/16/13	BECKWITH PARK CONCERT SERIES	600.00
HI-TECH SMR COMMUNICATIONS	SMR13975	DART MICROPHONE REPLACEMENT	175.00
HOPMAN JEWELERS	04/17/2013	UB refund for account: 15-2732-10	21.62
IIMC	3/26/13	ANNUAL MEMBERSHIP-J SNOW	145.00
J & H OIL COMPANY	9730401	CEMETERY GAS	702.00
J DOHENY SUPPLIES INC	A63243	#11 CUTTER/CABLE	240.73
J R HOWELL	100	PAPI 9 LIGHTING REPAIR	1,881.00
JIM D'S BODY SHOP, INC	3/14/13	#1 REPAIR BED PANEL	578.40
JIM D'S BODY SHOP, INC	3/14/13	#1 REAR ROOF MOLDING	26.08
JL LANDSCAPING	676	TOPSOIL	1,800.00
JOHN & CURT'S BRAKE & ALIGNMENT	4/12/12	#PD121 BRAKES	308.61
JUDD LUMBER COMPANY, INC	2519482	AWL SCRATCH/NAILS	10.97
JUDD LUMBER COMPANY, INC	2519256	WOOD/STAINING SUPPLIES	36.97
JUDD LUMBER COMPANY, INC	2519367	PANELING	93.96
JUDD LUMBER COMPANY, INC	2519385	BRACES/SHIMS/NUTS/BOLTS/MISC	25.93

Vendor	Invoice #	Description	Amount
JUDD LUMBER COMPANY, INC	2519050	REINFORCING RODS	55.20
JUDD LUMBER COMPANY, INC	2519389	PLAY SAND	7.98
JUDD LUMBER COMPANY, INC	2519235	RENTAL-BRICK SAW/STAND	104.00
JUDD LUMBER COMPANY, INC	2519409	RENTAL-BRICK SAW	78.00
JUDD LUMBER COMPANY, INC	2519667	DRILL BIT SET	24.99
JUDD LUMBER COMPANY, INC	2519698	CABLE	48.99
JUDD LUMBER COMPANY, INC	2519599	WORK LIGHT	9.99
JUDD LUMBER COMPANY, INC	2519664	REDI-MIX GRAVEL	14.97
JUDD LUMBER COMPANY, INC	2519746	REDI-MIX GRAVEL	19.96
JUDD LUMBER COMPANY, INC	2519282	POWER WASHER INSTALLATION PARTS	73.47
JUDD LUMBER COMPANY, INC	2519543	REDI-MIX GRAVEL	4.99
JUDD LUMBER COMPANY, INC	2519452	PAINT/BROOM HANDLE	18.87
KALAMAZOO AVENUE BAND	4/16/13	BECKWITH PARK CONCERT SERIES	650.00
KAYS, WILLIAM	3/26/13	LETTER OF ASSESSMENT-AIRPORT MASTER PLAN	100.00
LAGROW, CINDY	5/13	5/13 ECONOMIC DEVELOPMENT SERVICES	2,060.00
LAKE EFFECT JAZZ BIG BAND	4/16/13	BECKWITH PARK CONCERT SERIES	400.00
LAWSON PRODUCTS, INC	9301567520	PAINT/BRAKE CLNR/CABLE TIES/MEAS TAPE	418.63
LAYLIN WELDING, INC	13617	#2155JD REPAIR HYD CYLINDER	75.00
LOCKHART, CRYSTAL L.	04/17/2013	UB refund for account: 06-0388-18	186.35
LUND, CHUCK	4/16/13	BECKWITH PARK CONCERT SERIES	525.00
LYONS, DONALD D	4/9/13	MML CONF MILEAGE REIMBURSEMENT-238 MILES	134.47
M&R ELECTRIC S W, INC	4739	ELECTRIC WORK-MUSEUM	297.50
M&R ELECTRIC S W, INC	4740	ELECTRIC-WATER SOFTENER/PRESSURE WASHER	670.00
MARTINS PAWMART	3/18/13	K-9 FOOD	42.89
MCCAIN, CHARLES	04/17/2013	UB refund for account: 16-1835-5	117.33
MENGES, PAULA	04/17/2013	UB refund for account: 16-1841-5	101.95
MICHIGAN CAT	PD2953870	#74 COOLANT SYSTEM FUSES	75.30
MICHIGAN FIRST	4/11/13	MARKETING CALLS	2,000.00
MICHIGAN PUBLIC POWER AGENCY	20130415005	ENERGY EFF SVC COMM FEE-3/13	283.97
MILLER, CANFIELD, PADDOCK AND STONE	1202441	TRANSPORTATION AUTHORITY	357.50
MILLER, CANFIELD, PADDOCK AND STONE	1202440	EMPLOYMENT MATTERS	27.50
MOON, VICKIE	04/17/2013	UB refund for account: 11-1587-13	81.42
MULLEN, ROBERT	04/17/2013	UB refund for account: 16-7700-2	191.10
MURRAY, RYAN	4/15/13	TRAVEL REIMBURSEMENT-SOUTH HAVEN	60.24
NASH SERVICES, INC	13195	#106 FILTER KIT/SPEED SLEEVE/SEAL	901.26
NEWTON, NONNA	04/17/2013	UB refund for account: 05-0135-10	193.44
ODEN TRAINING	32061667	HOTEL ROOM REIMBURSEMENT-GAEDT	75.26
ODEN TRAINING	16855	WW EXAM REVIEW-GRIGGS	220.00
ODEN TRAINING	16834	WW EXAM REVIEW-STEVENS	220.00
ODEN TRAINING	15268	WATER TREATMENT EXAM REVIEW-MCDONALD	220.00
OIL CAN ALLEY	24698	#15 OIL CHANGE	37.95
PETTY CASH	4/11/13	PETTY CASH FUND-POLICE INFORMANT PYMTS	500.00
PETTY CASH	4/16/13	#15 CAR WASH	7.00
PETTY CASH	4/16/13	TOLL/LUNCH	11.35
PETTY CASH	4/16/13	TOLL/LUNCH	14.15
PETTY CASH	4/16/13	FUEL	20.00
PETTY CASH	4/16/13	POSTAGE	26.04
PETTY CASH	4/16/13	TITLE-SEIZED VEHICLE	15.00
PETTY CASH	4/16/13	OPERATING SUPPLIES	11.98
PETTY CASH	4/16/13	PARKING	12.00
PETTY CASH	4/17/13	POSTAGE	13.26
PETTY CASH	4/17/13	OPERATING SUPPLIES	41.94
PETTY CASH	4/17/13	TRAINING	24.00
PETTY CASH	4/17/13	OPERATING SUPPLIES	66.95
PHILLIPS, JERAD	54079	MILEAGE REIMBURSEMENT-16 MILES	9.04

Vendor	Invoice #	Description	Amount
PHYSIO-CONTROL, INC	113119511	AED BATTERIES	590.00
POWER LINE SUPPLY, INC	5723691	TAPE/DISCONNECT SLEEVES/WIRE/CONNECTORS	1,200.30
POWER LINE SUPPLY, INC	5719689	METER SOCKETS	170.17
POWER LINE SUPPLY, INC	5721604	MACHINE BOLTS	53.37
POWER LINE SUPPLY, INC	5721603	ARRESTERS	609.44
POWER LINE SUPPLY, INC	5721751	ELEC GLOVES/BLANKET/SLEEVES TESTING	259.00
POWER LINE SUPPLY, INC	5722230	ELECTRONIC CRIMPER	3,290.50
POWERNET GLOBAL COMMUNICATIONS	29045668	LONG DISTANCE SERVICE 3/12/13-4/12/13	122.05
PRIME-STRIPE, INC	45247	ATHLETIC WHITE PAINT	110.60
PRIORITY COMPUTER SERVICES, INC	200170	PC REPAIR PARTS-PD	110.00
PRIORITY COMPUTER SERVICES, INC	200102	SERVER SETUP LABOR	3,800.00
PRIORITY COMPUTER SERVICES, INC	200160	HARD DISKS	1,500.00
PRIORITY COMPUTER SERVICES, INC	200140	REPLACEMENT PC'S	3,850.00
QUALITY PRECAST, INC	6531	CATCH BASIN/MANHOLE	316.20
REAL PRO SOLUTIONS, LLC	PC1602	BLIGHT CLEANUP-203 FIRST	250.00
REAL PRO SOLUTIONS, LLC	HB1381	BOARDING-431 E DIVISION	1,800.00
RHOADES MCKEE	230680	DEFENSE OF RCRA LAWSUIT	3,485.37
ROHDY'S HEATING & COOLING, LLC	SVC AGR 1819	3 YR HVAC CONTRACT-CITY HALL	1,995.00
ROHDY'S HEATING & COOLING, LLC	SVC AGR 1820	3 YR HVAC MTCE CONTRACT-FIRE STATION	1,102.00
RUNYON, CARRIE	4/15/13	MILEAGE REIMBURSEMENT-23 MILES	13.00
RUSSELL, RACHELE L	04/17/2013	UB refund for account: 12-0222-9	18.48
S & G ENTERPRISES	040313	STREET LIGHT POSTS	2,646.00
SCHERER, JOE DBA LONELY PI	5/13	5/13 INT PMT ACCT 7508450033	6,174.53
SCHILLING'S WASH & WAX	3/31/13	CAR WASHES-PD	42.00
SCHUUR, BOB B	4/9/13	MML CONF MILEAGE REIMBURSEMENT-238 MILES	134.47
SEITENSTICH, PHILLIP	04/17/2013	UB refund for account: 08-2336-15	33.78
SELKING INTERNATIONAL & IDEALEASE	S-127409	#106 SIGNAL SWITCH	125.98
SEMCO ENERGY GAS COMPANY	0149089.500	GAS SERVICE 3/4/13-4/2/13	192.66
SEMCO ENERGY GAS COMPANY	0148809.501	GAS SERVICE 3/4/13-4/2/13	429.18
SEMCO ENERGY GAS COMPANY	0149077.500	GAS SERVICE 3/4/13-4/2/13	598.44
SEMCO ENERGY GAS COMPANY	0147944.500	GAS SERVICE 3/1/13-4/1/13	81.54
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SERVICE 2/28/13-3/28/13	21.70
SEMCO ENERGY GAS COMPANY	0146763.501	GAS SERVICE 3/1/13-4/1/13	738.19
SEMCO ENERGY GAS COMPANY	0148902.500	GAS SERVICE 3/4/13-4/2/13	287.28
SEMCO ENERGY GAS COMPANY	0149080.500	GAS SERVICE 3/4/13-4/2/13	826.39
SHAPOW, TONY	4/16/13	BECKWITH PARK CONCERT SERIES	400.00
SHARE CORPORATION	839422	AEROSOL LUBRICANT	104.13
SHARE CORPORATION	839073/839535	TOILET TISSUE/PAPER TOWEL	297.47
SHELL OIL COMPANY	065260523304	FUEL CHARGES	123.97
SPARLING CORPORATION	55054	ANNUAL MTCE-FUEL SYSTEM	985.80
SPEETER, JOHN	4/16/13	BECKWITH PARK CONCERT SERIES	650.00
SPROUL, TONY	4/16/13	BECKWITH PARK CONCERT SERIES	500.00
STATE OF MICHIGAN	ME-0200312	SALES & TAX-MARCH 2013	13,917.58
STATE OF MICHIGAN-MDEQ	774526	ANNUAL WATER SUPPLY FEE	2,921.45
STEVENS, JAMES	138	BACKHOE RENTAL	60.00
SUNDMAN, KAYLEIGH M	04/17/2013	UB refund for account: 16-1887-17	80.10
SYMONDS MACHINE COMPANY	53248	WWTP SCADA INSTRUMENTATION	227.50
TERMINIX	323690695	PEST CONTROL-FD	35.00
THE RIDGE COMPANY	505728	RETRIEVING TOOL/ADAPTER	7.66
THE RIDGE COMPANY	505353	#131 WEATHERSTRIP ADHESIVE	11.69
THE RIDGE COMPANY	505418	BUCKET	3.29
THE RIDGE COMPANY	505354	#131 BLACK SILICONE CART	11.99
THE RIDGE COMPANY	504572	#131 AIR FILTER	88.74
THE RIDGE COMPANY	507149	#5 MINI BULBS	0.70
THE RIDGE COMPANY	507101	#5 OIL FILTER	17.54

Vendor	Invoice #	Description	Amount
THE RIDGE COMPANY	507067	#104 OIL FILTER	9.12
THE RIDGE COMPANY	506827	#125 HAND WIPES	4.99
THE RIDGE COMPANY	506820	#125 BATTERY/CORE DEP, #106 OIL FILTER	162.01
THE RIDGE COMPANY	506825	#125 CORE DEPOSIT	(12.00)
THE RIDGE COMPANY	506750	#150 SCREW 25	0.88
THE RIDGE COMPANY	507428	#2-20 FUEL/OIL FILTERS	25.62
THE RIDGE COMPANY	505597	HYD FITTINGS/HOSES	81.28
THE RIDGE COMPANY	507358	ADAPTERS	2.41
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT	60.00
TRAMEL, CURT	4/16/13	BECKWITH PARK CONCERT SERIES	400.00
UNEMPLOYMENT INSURANCE AGENCY	L0003267061	2012 YE UNEMPLOYMENT	274.00
VANDERVRIES, EDWARD	5/13	5/13 ASSESSING SERVICES	1,975.00
VERIZON WIRELESS	9702325328	WIFI CARD-MONTHLY SUBSCRIPTION	60.01
VERIZON WIRELESS	9702150074	WIFI CARD-MONTHLY SUBSCRIPTION-ELEC DIV	38.01
VERIZON WIRELESS	9702155192	AMERIWOOD MODEMS	15.06
VERIZON WIRELESS	9702155172	DPS/CCDET TABLET-MONTHLY ACCESS	342.09
VERIZON WIRELESS	9701962108	CELL PHONES	204.16
W MI CRIMINAL JUSTICE TRAINING	1554	CONSORTIUM FEE	458.98
WESTRATE & THOMAS	5/13	5/13 RETAINER	2,000.00
WIGHTMAN & ASSOCIATES, INC	44089	PROF SVC-2012 LOCAL ST PAVING	240.00
WILLIAMS-A-1 EXPERT TREE SERVICE	5643	TOPSOIL	550.00
WOLVERINE ELECTRICAL CONTG INC	20067	TRAFFIC SIGNAL MTCE-LOWE/PR RONDE	660.00
WOODLANDS INDUSTRIES	4/4/13	SMART SUMMER PUBLIC EDUCATION	365.00
Total:			588,428.99

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

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

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

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

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk