

REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, May 11, 7:00 p.m.

AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -Mayor Donald D. Lyons
- ROLL CALL -Mayor Donald D. Lyons
-Mayor Pro-Tem Leon Laylin
-Councilmember Charles Burling
-Councilmember James Dodd
-Councilmember Danielle Lucas
-Councilmember Lori Hunt
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – April 27, 2015
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- COMMUNICATIONS—
1. Dowagiac Union High School Commencement Parking / Block of Street, May 31, 2015.
 2. Young Professionals of Greater Dowagiac Fireworks Show, July 3, 2015.
- RESOLUTIONS –
1. Resolution setting a public hearing for the 2015-16 Budget.
 2. Resolution to set a public hearing during the June 8, 2015 meeting to receive input regarding a proposed Conditional Transfer of Property pursuant to PA 425 of 1984 for property located at 56373 M-51 in Pokagon Township.
 3. Resolution to authorize special assessments pursuant to Chapter 66, Section 66.19 of the Dowagiac City Code, noxious weeds.
 4. Resolution to authorize special assessments pursuant to Chapter 66, Section 66.19 of the Dowagiac City Code, deteriorated property.

5. Resolution to authorize special assessments utilities pursuant to Chapter 82, Section 82.24 (c) of the Dowagiac City Code, delinquent utilities.
6. Resolution to authorize the acquisition of various parcels of property through the tax foreclosure process.
7. Resolution to authorize the Russom Park retention pond bid to Brad Thomas Excavating in the amount of \$43,529.25.
8. Resolution to authorize the purchase of in-car and body cameras for the Police.
9. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

BILLS	PAYROLL	TOTAL
\$91,576.98	\$211,162.34	\$302,739.32

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

ORDINANCES –

1. Ordinance authorizing issuance of water supply and sewage disposal system junior lien revenue bonds, Series 2015.

RESOLUTIONS (continued)—

10. Resolution to go into closed session pursuant to the Michigan Open Meetings Law, Public Act 267 of the Public Acts of 1976 as amended, to discuss the purchase of real property.

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

DOWAGIAC CITY COUNCIL MEETING

Monday, April 27, 2015

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

Mayor Lyons led the Pledge of Allegiance to the flag.

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

ABSENT: None.

STAFF: Kevin P. Anderson, City Manager; Rozanne H. Scherr, Assistant City Manager.

Councilmember Hunt moved and Councilmember Dodd seconded that the minutes of the April 13, 2015 regular meeting be approved.

Approved unanimously.

RESOLUTIONS

1. Resolution to tentatively award a construction contract for wastewater system improvements.

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

DOWAGIAC CITY COUNCIL MEETING

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**A RESOLUTION TO TENTATIVELY AWARD
A CONSTRUCTION CONTRACT
FOR WASTEWATER SYSTEM IMPROVEMENTS**

WHEREAS, the City of Dowagiac (*applicant*) wishes to construct improvements to its existing wastewater treatment and collection system; and

WHEREAS, the wastewater system improvements project formally adopted on November 28, 2013 will be funded through Michigan's SRF Program; and

WHEREAS, the City of Dowagiac (*applicant*) has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$ 1,946,550.00 from L. D. Docsa Associates, Inc. (*contractor*); and

WHEREAS, the project engineer, Fleis & Vandenbrink Engineering, Inc., has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Dowagiac (*applicant*) tentatively awards the contract for construction of the proposed wastewater system improvements project to L. D. Docsa Associates, Inc. (*contractor*), contingent upon successful financial arrangements with the SRF Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by Dowagiac City Council (*the governing body of the applicant*) on April 27, 2015.

BY: _____
Name and Title (*please print or type*)

Signature

Date

APPROVED unanimously.

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2. Resolution to authorize an agreement for construction engineering services with Fleis & Vandenbrink for services related to the construction contract for wastewater system improvements.

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

WHEREAS, the City of Dowagiac has received a proposal from Fleis & Vandenbrink for Construction Administration Services during the anticipated 2015 WWTP Improvements; and

WHEREAS, Fleis & Vandenbrink has provided design services for the anticipated 2015 WWTP Improvements and can provide required oversight needed to assure the construction adheres to the design; and

WHEREAS, the City Administration recommends approval of the contract as written.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby accept Fleis & Vandenbrink's proposal dated April 22, 2015 for Construction Administration Services; and

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

ADOPTED unanimously.

3. Resolution to authorize a MERS 457 Supplemental Retirement Program that allows for voluntary employee retirement contributions.

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

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MERS Uniform 457 Supplemental Retirement Program Resolution



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This Resolution, together with the MERS 457 Supplemental Retirement Program and Trust Master Plan Document and the MERS 457 Supplemental Retirement Program Participation Agreement and any Addendum thereto, constitute the entire MERS 457 Deferred Compensation Plan Document.

WHEREAS, the Municipal Employees Retirement Act of 1984, Section 36(2)(a), MCL 38.1536(2)(a) (MERS Plan Document (Section 36(2)(a)) authorizes the Municipal Employees' Retirement Board (the "Board") to "establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other postemployment benefit programs," and on November 8, 2011, the Municipal Employees' Retirement Board adopted the MERS 457 Deferred Compensation Plan.

WHEREAS, this Uniform Resolution has been approved by the Board under the authority of Section 36(2)(a), and the Board has authorized the MERS 457 Deferred Compensation Plan, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution.

WHEREAS, the Participating Employer, a participating "municipality" (as defined in Section 2b(2) in the Municipal Employees Retirement Act of 1984; MCL 38.1502b(2); Plan Document Section 2b(4)) or participating "court" (circuit, district or probate court as defined in Section 2a(4) – (6) of the Act, MCL 38.1502a(4) – (6); Plan Document Section 2a(4) – (6)) within the State of Michigan has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the MERS 457 Supplemental Retirement Program ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, concurrent with this Resolution, and as a continuing obligation, this Governing Body has completed and approved, and submitted to MERS and the Board documents necessary for adoption and implementation of the Plan; and

WHEREAS, the Governing Body for and on behalf of the Participating Employer is authorized by law to adopt this Resolution approving the Participation Agreement on behalf of the Participating Employer. In the event any alteration of the terms or conditions stated in this Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to continue to administer (or to have administered) the MERS 457 Supplemental Retirement Program for the Participating Employer.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body adopts the MERS 457 Supplemental Retirement Program as provided below.

MERS Uniform 457 Supplemental Retirement Program Resolution

- I. The Participating Employer adopts the Plan for its Employees.
- II. The Participating Employer hereby adopts the terms of the Participation Agreement, which is attached hereto and made a part of this Resolution. The Participation Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board.
- III. The Participating Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Board, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- IV. The Participating Employer acknowledges that the Board is only responsible for the Plan and any other plans of the Employer administered by MERS and that the Board has no responsibility for other employee benefit plans maintained by the Employer that are not part of MERS.
- V. The Participating Employer accepts the administrative services to be provided by MERS and any services provided by a Service Manager as delegated by the Board. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.
- VII. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.
- VIII. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Board to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
- IX. This Resolution and the Participation Agreement shall be submitted to the Board for its approval. The Board shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Board may refuse to approve a Participation Agreement by an Employer that does not possess State statutory authority to participate in the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

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MERS Uniform 457 Supplemental Retirement Program Resolution

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the Plan until a certified copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under the 457 Supplemental Retirement Program Plan and Trust, the Participation Agreement, and this Resolution have been met. All dates for implementation of the Plan shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred by this Governing Body and MERS (and a third-party administrator, if applicable and necessary). The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on

_____, 20____. _____
(Signature of authorized official)

Municipality name: City of Dowagiac

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ _____
(Authorized MERS signatory)

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ADOPTED unanimously.

4. Resolution to authorize quarterly budget amendments.

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

WHEREAS, the City administration has reviewed the attached budgets for the 2014-15 fiscal year and the actual revenues and expenditures through the second quarter of 2014-15 fiscal year; 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 unanimously.

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

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

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #15 for the period ending 04/12/15:

Invoices	\$647,682.03
Payroll	<u>\$117,321.68</u>
Total	\$765,003.71

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

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$647,682.03	\$117,321.68	\$765,003.71

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: None (0)

Abstain: None (0)

COMMENTS FROM CITY OFFICIALS

RESOLUTIONS (CONT)

6. Resolution to go into closed session pursuant to the Michigan Open Meetings Law, Public Act 267 of the Public Acts of 1976 as amended, to discuss the purchase of real property and matters of litigation.

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

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 to discuss the purchase of real property and matters of litigation; and

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

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

ADOPTED on a roll call vote.

Moved by: Laylin

Seconded by: Burling

Ayes: Four (4) Laylin, Burling, Dodd, Hunt, Lucas, Schuur

Nays: None (0)

Absent: None (0)

Abstain: None (0)

CLOSED SESSION

TIME: 7:20 PM

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LATER: 8:19 PM

ADJOURNMENT

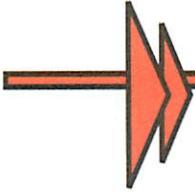
Upon motion by Councilmember Burling and seconded by Councilmember Dodd, the Dowagiac City Council adjourned at 8:21 PM.

Donald D. Lyons, Mayor

Jane Phillipson-Wilson, City Clerk

DOWAGIAC UNION SCHOOLS

"Building on a Tradition of Excellence"



April 15, 2015

Mr. Kevin Anderson
Manager, City of Dowagiac
241 South Front Street
Dowagiac, MI 49047

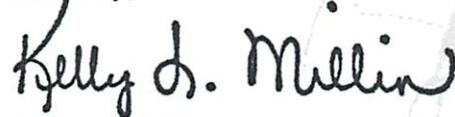
Dear Mr. Anderson:

Our Commencement will be held on Sunday, May 31, 2015 at 2:00 p.m. We would like permission to park cars on Solomon Street. In addition, we would like to block off Solomon Street from 1 p.m. to 4 p.m.

Please let me know if this meets with your approval.

Thank you for your assistance.

Sincerely,



Kelly L. Millin

Kelly L. Millin
Principal
Dowagiac Union High School
269-782-4428

EVENTS APPROVAL FORM

Event: Dowagiac High School Commencement - Solomon Street closing request
Date: Sunday, May 31, 2015
Sponsoring Organization: Dowagiac High School
Contact Person(s): Kelly Millin, Principal
Contact Person's Telephone: 269.782.4428

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 *A. L. Sumrell* Date _____

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature *James Bradford* Date *4-28-15*

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

From: Whitney Behnke [<mailto:wbehnke@swmich.edu>]
Sent: Thursday, May 07, 2015 12:54 PM
To: Rozanne Scherr
Subject: Re: Fireworks

Dear Mr. Anderson and City Council,

The Young Professionals of Greater Dowagiac (YPGD) is requesting to host a fireworks show on July 3, 2015. The details are as follows:

When: July 3, 2015, 8:00pm-12 midnight
Where: Airport - Fireworks launch site
Russom Park - public viewing

We have support from Dowagiac Police & Fire Depts to assist in the event. Will be reaching out to the local CERT members/Cass Co Sheriff's Posse as well.

The President of the Dowagiac Little League will be contacted and we have welcomed them to open the concession stand at Russom Park to sell snacks before the fireworks begin as they did last year. In addition, we are reaching out to other groups in the community to see if they would like to sponsor some sort of family friendly activity to be held at Russom Park prior to the start of the fireworks.

Throughout the last year, we have raised enough funds to almost cover the cost of the fireworks. YPGD continues to receive generous donations from local businesses, as well as residents. We received overwhelmingly positive feedback about the 4th Fireworks display last year, and look forward to bringing another great show to the Dowagiac sky. Thank you for your support of this event, and support of the Young Professionals of Greater Dowagiac.

If you have further questions, please do not hesitate to contact me.

Regards,
Whitney Behnke
Young Professionals of Greater Dowagiac
269-240-3380

EVENTS APPROVAL FORM

Event: Fireworks Show
Date: Friday, July 3, 2015 -- 8 PM to 12 Midnight
Sponsoring Organization: Young Professionals of Greater Dowagiac (YPGD)
Contact Person(s): Whitney Behnke
Contact Person's Telephone: 269.240.3380

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. L. Hamell Date 5/8/15

DEPARTMENT OF PUBLIC SERVICES:

Approval

Approval with conditions

Denial

Comments: _____

Signature James Bradford Date 5-8-15

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

CITY OF DOWAGIAC
MEMO

TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: May 8, 2015

RE: FY 2015-16 Budget

Attached you will find the City Manager's recommended budget for the Fiscal Year 2015-16, which will begin October 1, 2015. The budget is presented by fund and you will see comparison years from two prior fiscal years, the current year's projected budget, and the recommended budget.

A public hearing is scheduled for June 1, 2015 and Council will be asked to consider adopting the budget on the same night.

General Budget Topics:

The revenue streams are expected to improve slightly. Although we will not have confirmation prior to deadlines to adopt a budget, constitutional State Shared Revenues are expected to rise slightly due to increases in state sales tax revenues, but legacy business tax credits will slow the growth of revenues available to municipalities for the next 4-7 years. Taxable valuation of real property within the City of Dowagiac will remain relatively constant.

In spite of this relatively positive news regarding revenue sources, the challenge that continues is to assess how services are delivered to the community and find new ways to deliver the service because revenues remain significantly lower than several years ago. Investment in infrastructure needs to continue and the current budget does allow for capital projects for roads and utilities at similar levels to the previous year.

The largest challenge for next year continues to be the Solid Waste Fund. It has become clear that, in spite of other cuts within solid waste, the current revenue stream will not support the monitoring obligations for the Nubour landfill any longer and the millage to support those increased costs is included in this budget.

Finally, the cost of purchased power is increasing so a small electric rate increase will be necessary to maintain current service levels. Also, sewer rates will be analyzed during the fiscal year so that improvements to the system can be continued.

General Fund

Michigan's overall economy has shown some improvement and sales tax revenues have increased. This means that the constitutional shared revenue will increase slightly, which will help with the inflationary cost from vendors. The outlook for General Fund revenues is for revenues to continue to remain at current levels or increase slightly, at least in the short-term.

The biggest revenue expenditure continues to be public safety (i.e. police and fire). Also within public safety is CCDET, which is a partnership with the Cass County Sheriff's Department to combat drug trafficking in and around Cass County. The City receives reimbursement from the County for direct costs in support of this program. The City also contracts with portions of Pokagon Township, Southwestern Michigan College, and the Pokagon Band for fire protection services. Over the past several years the Motor Pool Fund has been adequate to fund vehicle replacement programs throughout the City's operating funds.

Special Revenue Funds

The special revenue funds have a wide variety of operations, including major and local streets, sidewalk replacement, solid waste, LDFA and TIF projects, the MSHDA rental rehab program, and the municipal facilities improvement funds. The special revenue funds cover a wide variety of single purpose operations of the city.

Enterprise Funds

Combined enterprise funds are the largest revenues and expenditures for the City. The enterprise funds consist of the electric, water, sewer, as well as the DART operations. Costs to operate the wastewater treatment plant are shared with the Village of Cassopolis, Sister Lakes and Indian Lake utilities. Revenues and expenditures in these funds have stabilized. A significant Wastewater Treatment Plant capital project has been approved and construction will take place during FY 2015-16.

DART is the Dial-A-Ride Transit System that is available in and around the city limits with the bulk of the funding for this operation coming from State and Federal funds. However, there have been reductions in those levels of funding over the past several years and this fund operates at a deficit. The city is now contracting with Cass County Transit for many of the transportations services.

Trust and Agency Funds

These funds include the health/drug self insurance program, the cemetery trust fund, retiree health insurance and the fire insurance escrow fund. State law stipulates that interest from the Cemetery Perpetual Care Fund can be used to pay for ongoing upkeep of Riverside Cemetery. Additionally, all trust and agency funds are non-reverting funds, which means that balances in any of these funds carry forward from one year to the next to assure that funds are available when needed.

It is my hope that this budget document becomes an effective communication tool for the elected officials, management and citizens of the City of Dowagiac.

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

WHEREAS, the Dowagiac City Charter requires that a complete itemized budget proposal must be presented to the City Council; and

WHEREAS, City Council has begun a review of the proposed budget so that action can be taken on a budget pursuant to City Charter requirements; and

WHEREAS, prior to adoption of a budget the public is to be notified of a public hearing regarding the proposed budget.

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council acknowledges that the tentative budget for the fiscal year ending September 30, 2016 has been received for further review by the City Council.

BE IT FURTHER RESOLVED that the City Clerk be instructed to place on display copies of this proposed budget and to publish notice of a public hearing thereon at least six (6) days in advance of the June 1, 2015 City Council Meeting.

ADOPTED/REJECTED

CITY OF DOWAGIAC

NOTICE OF PUBLIC HEARING

Please take notice that a public hearing before the Dowagiac City Council will be held in the Council Chambers of the Dowagiac City Hall, 241 South Front Street, Dowagiac, Michigan on Monday, June 1, 2015 at 6:30 p.m. to hear comments on the tentative budget for the fiscal year ending September 30, 2016.

**THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT
THE PROPOSED BUDGET WILL BE SUBJECT OF THIS MEETING.**

Pursuant to PA42 of 1995 and Section 16 of the Uniform Budgeting and Accounting Act, a copy of the tentative budget is on file with the Clerk's office at City Hall. All notification and hearing requirements have been met by this publication.

Dated: May 12, 2015

Jane Phillipson, City Clerk

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: May 8, 2015

SUBJECT: Public Hearing for a 425 Agreement with Pokagon Township

The real estate firm representing the owners of property located at 56373 M-51 South, more commonly known as the Casey Property, have requested that Pokagon Township and the City of Dowagiac consider a contract for the Conditional Transfer of Property pursuant to PA 425 of 1984. The property is currently located in Pokagon Township and is adjacent to the western property line of Honor Credit Union which is located within the city limits of Dowagiac.

It is being requested that the City and Township enter into a 425 Agreement that allows for the conditional transfer of property from the Township to the City. He is requesting this to better facilitate zoning, utility connections and police protection for future development on the site.

The City and Township have authorized 425 conditional transfers of properties in the past and the agreement mirrors previous agreements with the exception of the initial starting and ending dates. Discussions have been held with Township Supervisor Linda Preston and it appears to be in the long-term interests of the Township, the City and the property owner to consider the proposed Conditional Transfer of Property at this time.

Prior to taking any action on a 425 Agreement, public hearings are required by both the City and Township. It is anticipated that the City will schedule a public hearing for June 8, 2015 and that the Township will schedule a public hearing for June 11, 2015. Upon completion of the public hearing scheduled for the June 11, 2015 at the Township Board meeting, there is a 30-day waiting period in case electors of either community challenge the decision and seek a referendum to place it as a ballot question.

RECOMMENDATION

Advertise and call for a public hearing at the June 8, 2015 City Council meeting.

Support Documents:

Cover Memo-City Mgr.

Resolution

Draft Agreement

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

WHEREAS, the City of Dowagiac and Township of Pokagon wish to enter into a contract for the conditional transfer of property, under the terms of Public Act 425 of 1984; and

WHEREAS, an agreement covering the terms and provisions of such a contract has been negotiated between the City and Township for the purposes of facilitating an "economic development project" as defined in the Act; and

WHEREAS, prior to entering into a conditional land transfer contract under the terms of the Act, each respective legislative body must first hold at least one public hearing in the manner provided by the Open Meetings Act (P.A. 267, 1976).

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby declare and establish that a public hearing will be conducted on Monday, June 8, 2015, at 7:00 p.m. in the Council Chambers of City Hall, at a regularly scheduled Council meeting, for the purposes of receiving public input on the proposed contract for the conditional transfer of property between the City of Dowagiac and Pokagon Township according to the terms of Public Act 425 of 1984.

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

ADOPTED/REJECTED

DRAFT

CONTRACT FOR THE CONDITIONAL TRANSFER OF PROPERTY

This Agreement is made on the ____ day of _____, 2015, by and between the City of Dowagiac, a Michigan municipal corporation, with its principal offices at 241 South Front Street, Dowagiac, Michigan 49047, hereinafter referred to as the 'City' and the Township of Pokagon, a Michigan municipal corporation, with its principal offices at 30497 Peavine Street, Dowagiac, Michigan 49047, hereinafter referred to as the 'Township'.

WHEREAS, Act No. 425 of the Public Acts of Michigan of 1984 (1984 PA 425) enables two local units of government to conditionally transfer property for the purpose of an economic development project, which conditional transfer must be controlled by a written contract agreed to by the affected local units, and which written contract must be in compliance with the provisions of (1984) PA 425; and

WHEREAS, the City wishes to undertake an economic development project as defined in (1984) PA 425 on the land described in Exhibit A attached hereto, which is presently located in Pokagon Township, Cass County, Michigan; and

WHEREAS, each local unit must, according to (1984) PA 425, consider certain factors prior to entering into a contract pursuant to (1984) PA 425; and

WHEREAS, in accordance with (1984) PA 425, the City Council held a public hearing on the ____ day of _____, 2015, at 7:00 p.m. and the Township Board held a public hearing on the ____ day of _____, 2016 at ____ p.m. regarding the conditional transfer of property pursuant hereto; and

WHEREAS, the City Council and the Township Board have each decided, by a majority vote of the members elected and serving on each body, to enter into this Agreement; and

WHEREAS, neither the City Council nor the Township Board adopted a resolution calling for a referendum on the transfer to be made pursuant to this Agreement, and more than thirty (30) days have elapsed since holding of a public hearing by each body, and neither the City Clerk nor the Township Clerk has received a petition calling for a referendum on said transfer.

NOW, THEREFORE, in exchange for the mutual representations, promises, covenants and other considerations made or referred to in this Agreement, the parties to this Agreement agree as follows:

ARTICLE I
TRANSFER AND EFFECT

1.1 Transfer of Property. The real property legally described in Exhibit A attached hereto, hereinafter referred to as the 'Transferred Area', is hereby transferred from the Township to the City and shall, for the term of this contract, and for all purposes except as specifically otherwise indicated herein, be considered to be within the jurisdiction of the City.

1.2 Municipal Services. The City shall be responsible for providing fire protection, police protection, water, sewer, storm sewer, electric, roads and all other municipal services to the Transferred Area. Ambulance service shall be made available to all properties in the Transferred Area in the same manner as the same is made available to other properties within the corporate limits of the City of Dowagiac. In the event that any water, sewer or storm sewer system used by the Transferred Area requires the use of Township infrastructure or other property, any and all costs of maintenance, replacement or service therein shall be borne by the City.

1.3 Municipal Authority. The Transferred Area shall be deemed to be under the jurisdiction of the City for the purposes of all City ordinances.

1.4 Liens. Liens for special assessments, taxes, and other purposes made against the Transferred Area by the Township shall remain in full force and effect just as if the Transferred Area were remaining within the jurisdiction of the Township.

1.5 Taxes. The Transferred Area shall be considered to be within the jurisdiction of the City for purposes of all taxation. Insofar as the Transferred Area was within the taxing jurisdiction of the Township on the 2014 tax day (December 31, 2015), the Township shall continue to bill and collect taxes on the Transferred Area for calendar year 2015 (tax day December 31, 2015) without regard to this Agreement.

ARTICLE II **REPRESENTATIONS**

2.1 Representations. Each party to the Agreement represents that prior to entering into this Agreement and when formulating this Agreement, it has considered the following factors:

(a) Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; the past and probable future growth, including population increase and business, commercial, and industrial development in the Transferred Area; and the comparative data for the Township and the portion of the Township remaining after the transfer of the Transferred Area.

(b) Need for organized community services; the present cost and adequacy of governmental services in the Transferred Area; the probable future need for services in the Transferred Area; the practicability of supplying such services to the Transferred Area; the probable effect of the transfer and of alternative courses of action on the cost and adequacy of services in the Transferred Area, and on the remaining portion of the Township; the probable change in taxes and tax rates in the Transferred Area in relation to the benefits expected to accrue from the transfer; and the financial ability of the City, which is responsible for services in the Transferred Area, to provide and maintain those services.

(c) General effect of the transfer upon the parties to the Agreement; and the relationship of the transfer to any established city, village, township, county or regional land use plan.

ARTICLE III
SHARING OF REVENUES

3.1 Sharing of Taxes. Taxes on the Transferred Area shall be shared by the parties hereto as follows:

(a) On or before December 1, 2015 and annually thereafter during the term of this Agreement, the City shall pay to the Township a sum equal to the then-imposed operational millage levy of Pokagon Township assessed against the State taxable value of the real and personal property and improvements contained within the Transferred Area, determined as of December 31 of the prior year. Any amount not paid by said date shall bear interest at the rate of one percent (1%) per month until paid. In the event that, during the life of this agreement, the Township shall increase its operational millage levy, whether by its legal change to "Charter Township" status, or otherwise, to a rate exceeding 1.25 mills, then the City shall pay the Township, during such period of excess levy, an annual sum equal to 1.25 mills assessed against the state taxable value of the real and personal property and improvements contained within the Transferred Area, determined as of December 31 of the prior year.

If the method of computing or levying taxes in Cass County, Michigan is significantly altered, the City and Township shall renegotiate a new formula, which will pay an approximate equal share of revenue to the Township as the initial formula described in the above paragraph.

(b) If a tax abatement or exemption is requested with respect to any property in or proposed in the Transferred Area, such abatement or exemption shall not reduce the annual sum the City is required to pay to the Township under paragraph 3.1(a), unless the Township Board approves such a reduction by written resolution.

(c) The tax sharing provision is in lieu of any and all other payments or fees from the Transferred Area to which the Township might otherwise be entitled.

The City and Township agree to reopen negotiations regarding the millage rate levied against real and personal property under terms of this agreement ten (10) years after the effective date of this agreement.

3.2 Gifts, Grants, Assistance Funds, or Bequests. The Transferred Area shall be treated as being within the jurisdiction of the City for purposes of gifts, grants, assistance funds, bequests, or other funds from any private or public source given as a result of the Transferred Area, an activity performed upon the Transferred Area, the occupancy of the Transferred Area, or for any other reason arising from the Existence or jurisdiction of the Transferred Area; such gifts being distributed to the City alone and not shared with the Township.

3.3 Other Funds. For the purpose of state and federal revenue sharing, the sharing of highway funds, or any other type of funds, the Transferred Area shall be considered as being within the jurisdiction of the City, and such funds shall not be shared with the Township.

ARTICLE IV
INDEMNIFICATION

4.1 Indemnification. In the event the Township incurs liabilities or costs defending claims or suits against it as a result of entering into the terms of this Agreement, except liabilities or costs incurred as a result of a dispute between the parties to this Agreement, the City agrees to hold harmless and indemnify the Township from and against any costs, judgments, or claims required to defend or settle said actions. In other legal matters, the party not responsible for the liability, or for defending against the liability, shall be held harmless by, indemnified by, and defended by the other party upon its receipt of notice of any claim, lawsuit, judgment, penalty, and administrative proceeding.

ARTICLE V
TERM AND TERMINATION

5.1 Term. This Agreement shall terminate at 11:59 p.m. on the 11th day of July, 2065, subject to the provisions of Section 5.3 herein.

5.2 Effect of Termination. Upon the termination of this Agreement, and/or any renewals or extensions thereto in accordance with Section 5.3 herein, the Transferred Area shall for all purposes be within the jurisdiction of the City.

5.3 Renewal. The parties hereto hereby acknowledge their express and mutual intent that this Agreement shall be renewed upon expiration thereof by approval of the legislative body of each, for additional periods not to exceed fifty (50) years, as specifically authorized by the provisions of Section 2 of Act 425, Public Acts of 1984, as amended, being MCLA 124.22. In the event of such renewal, the parties shall duly execute such documents/contracts as may be required in the premises, either extending this Agreement or by executing a new Agreement at that time. Unless otherwise mutually agreed by the respective legislative bodies of the parties, all other terms, provisions and conditions of this Agreement shall, in the event of such renewal, remain in full force and effect.

5.4 Other Grounds for Termination; Rescission. This Agreement may also be terminated:

- (a) By mutual agreement of the parties; or
- (b) By the Township, in the event that the City shall refuse or fail to make any payment required by Section 3.1 above.

5.5 Prohibition of Annexation. While this Agreement is in effect:

- (a) No other method of annexation or transfer shall take place for any portion of the Transferred Area;

(b) That no other method of annexation or transfer shall take place for any remaining portion of the Township **UNLESS** the parties are unable, in good faith, to make and enter into an agreement for conditional transfer of such property pursuant to Act 425, Public Acts of 1984, as the same now exists or shall be hereafter amended;

(c) That nothing herein contained shall be construed to prevent annexation of other properties within the Township by resolution of the Dowagiac City Council in the case of City-owned property or by joint resolution of the Dowagiac City Council and Pokagon Township Board as authorized by law.

(d) While the Agreement is in effect, including all renewal terms, the City shall not sponsor or encourage annexation. The City may, however, in accordance with the Freedom of Information Act, provide information to property owners or residents of the Transferred Area upon their request. In addition, the City shall have the right to participate in any legal proceedings regarding annexation, and to express its position upon any proposed annexation or transfer.

ARTICLE VI **ENFORCEMENT**

6.1 **Enforcement.** Any dispute that arises hereunder between the parties hereto shall be submitted to the American Arbitration Association in accordance with its Rules of Arbitration. An arbitration award under this provision shall be final and binding and a judgment of the Circuit Court may be entered to enforce the award. In case of any such enforcement action, the prevailing party shall be entitled to collect from the losing party all of its costs, including its reasonable attorneys' fees, incurred to investigate, bring and maintain that enforcement action. In addition to any other remedies, in the event an arbitration award finds a substantial breach of this Agreement by the City, the arbitrator may order that the Transferred Area shall be returned to the jurisdiction of the Township.

ARTICLE VII **MISCELLANEOUS**

7.1 **Notices.** Any notice, demand or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

(a) TOWNSHIP:

1. Pokagon Township Hall
30497 Peavine Street
Dowagiac, MI 49047
2. The current Township Supervisor whose name and address appears in the Cass County Directory published by the Cass County Board of Commissioners as of the date such notice is given. The current Township Supervisor is:

Linda Preston
30683 Peavine Street
Dowagiac, MI 49047

(b) CITY:

Dowagiac City Hall
241 South Front Street
P.O. Box 430
Dowagiac, MI 49047-0430

In the event that either party shall hereafter desire to change the mailing address to which notice is to be provided, either may do so by providing written notice to the other of such change of address.

7.2 Governing Law. This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created hereunder are performable in Cass County, Michigan, and Cass County, Michigan shall be the venue for any arbitration between the parties that may be brought in connection with, or arise out of, or by reason of this Agreement.

7.3 Assignment. No assignment of this Agreement or the rights and obligations thereunder shall be valid without the specific written consent of both parties hereto.

7.4 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

7.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

7.6 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

7.7 Article and Other Headings. The Article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.8 Amendments and Contract Execution. This Agreement may be amended by mutual agreement of the parties. This Agreement and amendments thereto shall be in writing and executed in multiple copies. Each copy shall be deemed an original, but all copies together shall constitute one and the same instrument.

7.9 Entire Agreement. This Agreement supersedes all previous or contemporaneous contracts and constitutes the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No oral statements or prior or contemporaneous written material not specifically incorporated herein shall be of any force and effect. Both parties specifically acknowledge, in entering into and executing this Agreement, that they rely solely on the representations and agreements contained in this Agreement and no other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Witnesses:

CITY OF DOWAGIAC:

Donald D. Lyons, Its Mayor

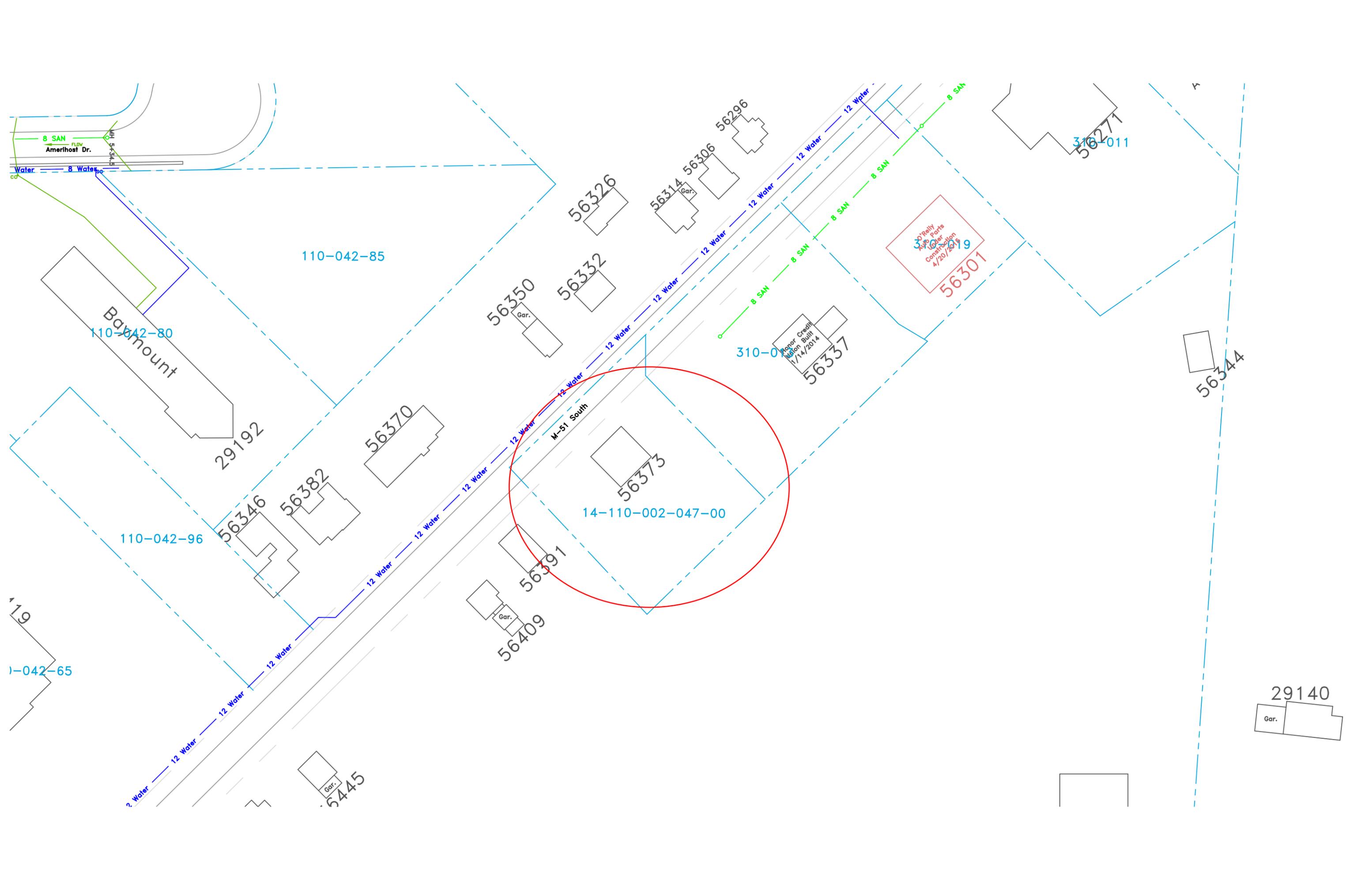
Jane P. Wilson, Its Clerk

Witnesses:

TOWNSHIP OF POKAGON:

Linda Preston, Its Supervisor

Renee Meiser, Its Clerk



CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: May 7, 2015

SUBJECT: Special Assessments

Each year the Building Department and Customer Service Department reviews the list of bills that have not been paid. A list of all outstanding bills is then prepared for City Council so that special assessments can be levied upon those properties for the expenses that have occurred at those properties.

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

- Assessments for mowing of private lots that do not comply with the Blight Ordinance.
- Assessments for private properties that did not comply with the Blight or Boarded Structures Ordinance and were either cleaned up, boarded or demolished.
- Assessments for utility customers' past due billing that do not comply with Utility Ordinance.

RECOMMENDATION

Approve the three resolutions for the purpose of levying special assessments.

Support Documents:

Cover Memo-City Mgr.

Resolutions

Dept. Head Reports

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

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

WHEREAS, the Dowagiac City Council, upon due consideration and deliberations, determined that certain noxious weeds and grasses were present upon the various single premises described in Appendix A attached hereto and incorporated herein by reference, and that the cutting of such noxious weeds and grasses by the City was necessary by virtue of non-compliance with the provisions of Chapter 86, Section 86.59 of the Dowagiac City Code, and;

WHEREAS, the expense incurred with respect to each parcel of land entered upon in carrying out the provisions of said Chapter 86 have been kept, which charges, together with an amount equal to fifty percent (50%) thereof to cover costs of publication, overhead and other expenses, are chargeable against such single premises as provided in Chapter 66 of the Dowagiac City Code, and;

WHEREAS, the City Manager has directed the City Assessor to prepare a special assessment roll covering all such charges which have not been paid, together with an additional amount equal to fifty percent (50%) thereof, to cover the cost of publication, overhead and other expenses, and;

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

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

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

ADOPTED/REJECTED

MOWINGS

INVOICE	Parcel Number	PROPERTY ADDRESS	BALANCE
7728	14-160-300-846-01	407 E DIVISION ST	\$132.00
7730	14-160-300-011-01	441 E DIVISION ST	\$175.50
7738	14-160-200-272-00	206 W DIVISION ST	\$82.50
7740	14-160-200-344-00	307 N FRONT ST	\$82.50
7741	14-160-200-510-00	501 N FRONT ST	\$82.50
7743	14-160-200-799-00	707 N FRONT ST	\$82.50
7746	14-160-300-525-00	120 OAK ST	\$88.50
7749	14-160-200-420-00	409 SPRUCE ST	\$88.50
7751	14-160-200-866-00	309 N LOWE ST	\$99.37
7757	14-160-100-166-00	413 MICHIGAN AVE	\$306.00
7758	14-160-300-568-00	315 W RAILROAD ST	\$88.50
7769	14-160-100-356-00	404 THICKSTUN ST	\$132.00
7772	14-160-100-741-00	108 CHERRY ST	\$110.25
7773	14-160-300-387-00	103 BISHOP ST	\$88.50
7774	14-160-100-129-00	311 S LOWE ST	\$110.25
7775	14-160-100-103-00	406 S FRONT ST	\$88.50
7778	14-160-100-104-00	404 S FRONT ST	\$88.50
7779	14-160-100-249-00	205 S LOWE ST	\$110.25
7780	14-160-100-686-00	105 GROVE ST	\$88.50
7781	14-160-100-629-00	505 CHESTNUT ST	\$88.50
7782	14-160-100-152-00	314 POKAGON ST	\$88.50
7783	14-160-100-326-00	106 ALLEN ST (VAC)	\$88.50
7810	14-160-100-540-00	209 JEFFERSON ST	\$88.50
7813	14-160-300-563-00	309 W RAILROAD ST	\$88.50
7821	14-160-200-855-00	307 JONES ST	\$88.50
7866	14-160-200-406-00	206 GREEN ST	\$88.50
7867	14-160-300-011-01	441 E DIVISION ST	\$88.50
7869	14-160-200-486-00	402 GREEN ST	\$88.50
7872	14-160-300-774-00	306 GRAY ST	\$88.50
7874	14-160-100-629-00	505 CHESTNUT ST	\$88.50
7875	14-160-300-387-00	103 BISHOP ST	\$88.50
7880	14-160-300-846-01	407 E DIVISION ST	\$132.00
7886	14-160-300-568-00	315 W RAILROAD ST	\$88.50
7888	14-160-100-356-00	404 THICKSTUN ST	\$88.50
7889	14-160-100-104-00	404 S FRONT ST	\$88.50
7892	14-160-215-027-00	309 WOODEN AVE	\$29.00
7893	14-160-300-911-00	316 E DIVISION ST	\$88.50
7894	14-160-200-344-00	307 N FRONT ST	\$110.25
7897	14-160-100-540-00	209 JEFFERSON ST	\$88.50
7903	14-160-100-694-00	608 CHESTNUT ST	\$110.25
7904	14-160-100-249-00	205 S LOWE ST	\$110.25

7905	14-160-100-306-00	208 MILLER ST	\$132.00
7906	14-160-100-307-00	206 MILLER ST (VAC)	\$88.50
7907	14-160-100-308-00	110 THICKSTUN ST (VAC)	\$88.50
7920	14-160-100-118-00	311 GROVE ST	\$88.50
7921	14-160-100-656-00	411 MAPLE ST	\$88.50
7937	14-160-100-628-00	507 CHESTNUT ST	\$88.50
7938	14-160-300-011-01	441 E DIVISION ST	\$175.50
7962	14-160-300-568-00	315 W RAILROAD ST	\$88.50
7965	14-160-300-567-00	310 E TELEGRAPH ST	\$88.50
8006	14-160-100-356-00	404 THICKSTUN ST	\$88.50
8007	14-160-300-844-00	106 N MILL ST	\$88.50
8037	14-160-100-242-00	525 S FRONT ST	\$88.50
8038	14-160-100-741-00	108 CHERRY ST	\$110.25
8075	14-160-300-846-01	407 E DIVISION ST	\$219.00
8078	14-160-300-774-00	306 GRAY ST	\$132.00
8094	14-160-100-628-00	507 CHESTNUT ST	\$88.50
8095	14-160-100-629-00	505 CHESTNUT ST	\$88.50
8096	14-160-300-568-00	315 W RAILROAD ST	\$88.50
8097	14-160-300-563-00	309 W RAILROAD ST	\$88.50
8098	14-160-300-011-01	441 E DIVISION ST	\$152.30
8102	14-160-100-526-00	205 JEFFERSON ST	\$88.50
8105	14-160-200-486-00	402 GREEN ST	\$88.50
8106	14-160-300-645-00	305 E TELEGRAPH ST	\$88.50
8107	14-160-100-686-00	105 GROVE ST	\$88.50
8115	14-160-200-344-00	307 N FRONT ST	\$110.25
8117	14-160-100-246-00	118 HENDRYX ST	\$88.50
8119	14-160-300-387-00	103 BISHOP ST	\$148.50
8155	14-160-100-306-00	208 MILLER ST	\$132.00
8156	14-160-100-314-01	101 MILLER ST	\$88.50
8157	14-160-100-166-00	413 MICHIGAN AVE	\$132.00
8158	14-160-100-314-50	103 MILLER ST	\$88.50
		Total	\$7,423.67

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

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

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

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

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

WHEREAS, this bill had not been paid; and

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

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

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

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

ADOPTED/REJECTED

OTHER ENFORCEMENTS

INVOICE	Parcel Number	PROPERTY ADDRESS	BALANCE
8070	14-160-300-844-00	106 N MILL ST	\$405.00
8073	14-160-200-311-00	107 CENTER ST	\$225.00
8173	14-160-300-505-00	210 MCOMBER ST	\$945.00
			\$1,575.00

CITY OF DOWAGIAC

INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin Anderson – City Manager **FROM:** James Bradford ¹²
RE: Building Department **DATE:** May 4, 2015
Special Assessments

A resolution is attached for the May 11, 2015 City Council agenda, for the purpose of levying special assessments upon private properties:

- Assessments for the abatement of noxious weeds and grasses, by the city, upon private lots that do not comply with City Ordinance Section 86-58.
- Assessments for abatement of property maintenance, such as blight, board up, demolitions and other miscellaneous, by the city, upon private properties that do not comply with City Ordinance, Chapter 18 – Buildings and Building Regulations.

Below is a summary of invoices issued for Code Enforcement activity during this period of 5/1/14 through 10/31/14:

	<u>To Be Special Assessed</u>
Mowing:	\$7,423.67
Blight/Boarding/Other	\$1,575.00

TOTAL **\$8,998.67**

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

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

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

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

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

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

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

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

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

ADOPTED/REJECTED

Assess Bill End Dates

05/01/14-10/31/14

Parcel #	Account #	Service Address	End Bill Date	Past Due Am	Assess Balance
14-160-100-141-00	01-1436-2	207 JOHNSON ST	9/29/2014	\$28.10	\$28.10
14-160-100-188-00	13-2886-7	414 CHESTNUT ST	10/22/2014	\$60.69	\$60.69
14-160-100-204-00	15-0922-13	217 E HIGH ST	10/17/2014	\$861.58	\$861.58
14-160-100-220-00	14-2825-11	405 W HIGH ST 7	9/24/2014	\$36.44	\$36.44
14-160-100-272-00	13-2846-17	411 CHESTNUT ST	6/18/2014	\$180.53	\$180.53
14-160-100-540-00	02-0262-2	209 JEFFERSON ST	6/3/2014	\$248.08	\$248.08
14-160-100-598-00	02-1806-2	403 THIRD AVE	10/23/2014	\$44.78	\$44.78
14-160-100-694-00	13-1664-2	608 CHESTNUT ST	5/28/2014	\$2,797.39	\$2,797.39
14-160-100-702-00	15-0361-11	209 ELIZABETH ST	5/5/2014	\$211.95	\$211.95
14-160-100-774-30	12-0334-4	901 SPRUCE ST *5	5/5/2014	\$170.33	\$170.33
14-160-200-287-00	10-0898-12	205 COURTLAND ST	5/12/2014	\$930.10	\$930.10
14-160-200-345-00	08-0141-2	309 N FRONT ST	5/2/2014	\$3,170.42	\$3,170.42
14-160-200-360-00	10-3024-1	307 ORCHARD ST 4	8/5/2014	\$156.53	\$156.53
14-160-200-447-00	09-0744-3	108 W TELEGRAPH ST	8/4/2014	\$413.45	\$413.45
14-160-200-451-00	08-0280-6	407 N FRONT ST	9/8/2014	\$49.54	\$49.54
14-160-200-485-00	09-0223-7	406 GREEN ST	8/18/2014	\$251.21	\$251.21
14-160-200-679-00	06-1613-2	401 SHELDON ST	10/31/2014	\$264.57	\$264.57
14-160-200-733-00	07-2996-32	308 N FRONT ST 3	9/24/2014	\$63.35	\$63.35
14-160-200-916-00	11-1586-13	315 N LOWE ST *14	5/13/2014	\$12.10	\$12.10
14-160-205-010-00	11-0361-3	405 FAIRFIELD DR	5/6/2014	\$174.52	\$174.52
14-160-300-045-01	03-1283-6	432 E DIVISION ST	7/3/2014	\$124.82	\$124.82
14-160-300-246-00	04-1944-4	714 ALMA ST	5/20/2014	\$50.31	\$50.31
14-160-300-303-00	05-1478-2	111 HAINES ST	8/21/2014	\$367.88	\$298.72
14-160-300-523-00	06-2921-26	102 MECHANIC ST	9/23/2014	\$332.64	\$332.64
14-160-300-548-00	06-0023-7	109 W RAILROAD ST	5/1/2014	\$819.00	\$819.00
14-160-300-593-00	07-1585-3	107 JAMES ST	10/27/2014	\$156.31	\$156.31
14-160-300-606-00	06-2499-17	314 OAK ST A	6/17/2014	\$68.46	\$68.46
14-160-300-646-00	06-0418-8	307 E TELEGRAPH ST	10/30/2014	\$78.67	\$78.67
14-160-300-657-00	06-1834-2	304 E PRAIRIE RONDE ST	5/12/2014	\$646.53	\$646.53
14-160-300-816-00	03-3045-15	435 E DIVISION ST	8/5/2014	\$402.92	\$402.92
14-160-300-824-00	03-3145-4	104 EDWARDS ST	8/18/2014	\$193.32	\$193.32
14-160-300-833-00	03-3268-20	419 E DIVISION ST	5/12/2014	\$1,915.81	\$1,915.81
14-160-300-839-00	03-3329-2	411 E DIVISION ST	9/30/2014	\$39.22	\$39.22
14-160-300-861-00	05-2060-2	508 E TELEGRAPH ST	8/28/2014	\$197.40	\$197.40
14-160-300-876-00	05-0149-10	420 E RAILROAD ST 20	9/6/2014	\$22.55	\$22.55
				\$15,541.50	\$15,472.34

Note: Highlighted rows include more than one bill



INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin Anderson
City Manager

FROM: Deborah Merrill
Customer Service Supervisor

DATE: May 8, 2015

RE: Utility Department Special Assessment for 05/01/14 through 10/31/14

The attached resolution for the May 11, 2015 City Council agenda is for the purpose of levying utility customer special assessments upon private properties:

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

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

enc. Resolution with appendix

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: May 11, 2015

SUBJECT: Acquisition of via tax reversion process

Each year the county provides a list of tax reverted properties to each municipality. Each municipality has the first option to purchase properties that may serve a public purpose of the community.

This year there are a number of properties available in Dowagiac that may serve a public purpose and should be considered for purchase. They are:

<u>PARCEL #</u>	<u>PROPERTY ADDRESS</u>	<u>MINIMUM BID</u>
14-160-100-089-00	305 Pennsylvania Avenue	\$5,618.62
14-160-100-146-00	522 Walnut Street	\$821.70
14-160-100-196-00	518 Walnut Street	\$642.74
14-160-100-270-00	400 Block of Johnson Street	\$620.87
14-160-200-003-00	309 W. Division Street	\$4,114.76
14-160-300-880-00	200 E. Division Street	<u>\$9,177.53</u>
	TOTAL:	\$20,996.22

The deadline for notifying the County Treasurer of intent to purchase is June 12, 2015.

RECOMMENDATION

Authorize a resolution to acquire the above listed properties through the tax reversion process.

Support Documents:
Cover Memo-City Mgr.
Resolution

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

WHEREAS, the City Manager recommends that certain real property being offered for Tax Reverted Property Sale located in the City of Dowagiac, which is depicted on Exhibit "A" attached hereto, is suitable for public purposes to be utilized as a green space; and

WHEREAS, the City Council has reviewed the purchase price of the subject properties valued at \$20,996.22.

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council authorizes the purchase of the property described herein for the public purposes of public parks, public utilities, and neighborhood revitalization.

BE IT FURTHER RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize its City Manager to make application to the Cassopolis County Treasurer, for the conveyance of tax-reverted lands as described on "Exhibit A" attached hereto, for the amount indicated.

BE IT FURTHER RESOLVED that the City Manager is authorized to represent the City of Dowagiac at the closing for the purchase of said real property and shall execute the documents necessary to effectuate the transfer of the property to the City of Dowagiac.

ADOPTED/REJECTED

EXHIBIT "A"

PARCEL #	PROPERTY ADDRESS	LEGAL DESCRIPTION	MINIMUM BID
14-160-100-089-00	305 PENNSYLVANIA AVE	LOT 148, EX S 1 RD. ORIGINAL PLAT CITY OF DOWAGIAC	\$5,618.62
14-160-100-146-00	522 WALNUT ST	COM 264 FT W OF INTERSECT S LN I & M R.O.W. & W LN LOWE ST, TH W ALG R.O.W. 223 FT, S TO CREEK, ELY TO PT S OF BEG, N TO BEG. SEC 1 UNPLATTED POKAGON CITY OF DOWAGIAC	\$821.70
14-160-100-196-00	518 WALNUT ST	BEG AT PT DUE S OF CEN OF INTERSEC OF GROVE & WALNUT ST WHERE SD LINE INTERSECTS OLD INTERURBAN ROW NOW OWNED BY MICH GAS & ELEC CO, TH N 4 RDS, W 10 RDS, S 4 RDS, E 10 RDS TO BEG. ALSO BEG 4 RDS 11 1/2 FT N OF SD ROW IN CEN OF WALNTU ST, TH N 8 RDS, W 10 RDS, S 8 RDS, 3 TO BEG. SEC 1 UNPLATTED POKAGON CITY OF DOWAGIAC.	\$642.74
14-160-100-270-00	400 BLOCK OF JOHNSON ST	COM ON W LINE OF MCRR ROW, 13 RDS 6 1/2 FT S OF S LINE ZELNER'S ADD, TH W TO JOHNSON ST, TH S ON E LINE JOHNSON TO CORP LINE, TH E ON CORP LINE TO W LINE OF RR ROW, TH NELY ALONG ROW TO PL WAY, TH NELY ALONG RT OF WAY TO PT OF BEG. UNPLATTED POKAGON SEC 1 CITY OF DOWAGIAC	\$620.87
14-160-200-003-00	309 W DIVISION ST	LOTS 15 & 16 ORIGINAL PLAT CITY OF DOWAGIAC	\$4,114.76
14-160-300-880-00	200 E DIVISION ST	LOTS 12, 13, 14, 15, 16, 17, ALSO THAT PART OF LAGRANGE ST INCL BETWEEN LOTS 14 & 15, ALSO COM ON NWLY LINE OF RAILROAD ST. 167.2 FT NE OF INTERSECTION OF N LINE OF SPAULDING ST & NWLY LINE OF RAILROAD ST, TH NWLY AT RT ANGLES TO RAILROAD ST 99 FT TO SD NWLY LINE OF RAILROAD ST, TH 16.5 FT TO PL OF BEG. ERASTUS H SPAULDING ADD CITY OF DOWAGIAC	\$9,177.53

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: May 8, 2015

SUBJECT: Russom Park Ponds Change Order

The intent of the original design of the storm water detention ponds at Russom Park was for the water to drain and percolate within 24 hours of most storm events. However, the ponds as built have not functioned within those parameters. There are a number of reasons for this including the rising water table during this wetter than normal year.

In November of 2014 staff presented options of fencing the ponds at an estimated cost of \$15,000 or reconfiguring the ponds for an estimated cost of \$25,000 to \$30,000. There are about \$17,000 of grant funds that remain that could be applied to reconfigure the ponds, but fencing is not an allowable grant expenditure.

Council authorized proceeding with the reconfiguration project.

Unfortunately, the original contractor with whom we could have had a change order offered a price that was excessive and exceeded \$100,000. We have rebid this project in compliance with MDNR requirements and now have a price of just over \$43,500. Since this is grant funded and involves a new contractor, it needs to come back to Council for authorization, prior to submitting to the MDNR for final approval.

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

RECOMMENDATION

Authorize the City Manager to proceed with the reconfiguration of storm water detention ponds at Russom Park and award the bid to Brad Thomas Excavating in the amount of \$43,529.25.

Support Documents:
Cover Memo-City Mgr.
Resolution

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

WHEREAS, Russom Park is a highly used park and the City of Dowagiac desires to reduce the amount of time storm water is detained near athletic fields in this park; and

WHEREAS, the City of Dowagiac has retained a qualified engineering firm, Wightman and Associates, to work with OCBA, the designated "Prime Professional" on this project, to study, bid out and advise on this matter; and

WHEREAS, bids have been received for the re-work; and

WHEREAS, options have been reviewed and grant funds are available through a change order to assist in the cost.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Dowagiac City Council authorizes the City Manager to accept the bid from Brad Thomas Excavating in the amount of \$43,529.25.

ADOPTED/REJECTED

PROJECT: **RUSSOM FIELD DRAINAGE PROJECT**

CLIENT: **City of Dowagiac**

BID OPENING: April 28, 2015

No.	Description	Qty.	Unit	Brad Thomas Excavating		Pajay, Inc.		Krohn Excavating		Merrill Excavating, Inc.		Quantum Construction		Lounsbury Excavating	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Base Bid															
1	Mobilization	1	LS	\$1,300.00	\$1,300.00	\$3,750.00	\$3,750.00	\$5,700.00	\$5,700.00		\$500.00	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00
2	Sewer, Rem, Less than 24 inch	100	LF	\$5.00	\$500.00	\$5.00	\$500.00	\$4.00	\$400.00	\$8.00	\$800.00	\$17.50	\$1,750.00	\$15.00	\$1,500.00
3	Excavation, Earth	3,900	CYD	\$3.40	\$13,260.00	\$2.70	\$10,530.00	\$3.00	\$11,700.00	\$6.00	\$23,400.00	\$11.00	\$42,900.00	\$12.50	\$48,750.00
4	Embankment, CIP	450	CYD	\$3.50	\$1,575.00	\$2.70	\$1,215.00	\$5.00	\$2,250.00	\$8.00	\$3,600.00	\$8.00	\$3,600.00	\$4.00	\$1,800.00
5	Storm Sewer, CL A, 12 inch	165	LF	\$16.45	\$2,714.25	\$18.00	\$2,970.00	\$18.00	\$2,970.00	\$16.00	\$2,640.00	\$34.00	\$5,610.00	\$30.00	\$4,950.00
6	Culv End Sect, 12 inch	3	EA	\$270.00	\$810.00	\$150.00	\$450.00	\$200.00	\$600.00	\$500.00	\$1,500.00	\$90.00	\$270.00	\$400.00	\$1,200.00
7	Dr. Structure, 24 inch Dia	1	EA	\$1,140.00	\$1,140.00	\$350.00	\$350.00	\$900.00	\$900.00		\$1,000.00	\$1,350.00	\$1,350.00	\$1,200.00	\$1,200.00
8	Dr. Structure Cover, Type G	1	EA	\$410.00	\$410.00	\$275.00	\$275.00	\$350.00	\$350.00		\$500.00	\$350.00	\$350.00	\$450.00	\$450.00
9	Rip Rap, Plain	70	SYD	\$26.00	\$1,820.00	\$50.00	\$3,500.00	\$30.00	\$2,100.00	\$25.00	\$1,750.00	\$55.00	\$3,850.00	\$40.00	\$2,800.00
10	Infiltration Trench	150	LF	\$65.00	\$9,750.00	\$52.50	\$7,875.00	\$45.00	\$6,750.00	\$45.00	\$6,750.00	\$84.00	\$12,600.00	\$75.00	\$11,250.00
11	Restoration	7,500	SYD	\$0.90	\$6,750.00	\$1.25	\$9,375.00	\$0.90	\$6,750.00	\$0.50	\$3,750.00	\$2.50	\$18,750.00	\$4.00	\$30,000.00
12	Mulch Blanket	2,000	SYD	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$2.00	\$4,000.00	\$1.50	\$3,000.00	\$2.00	\$4,000.00
13	Construction Staking	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00		\$1,100.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00
Base Bid Total					\$43,529.25		\$44,290.00		\$44,970.00		\$51,290.00		\$99,830.00		\$118,900.00

Error in calculation but was fixed.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: May 8, 2015

SUBJECT: In-car and Body Camera System for Police

The in-car camera systems in police vehicles have been a valuable tool to assist the police and provide transparency to police actions. They have also been a valuable training tool for officers and they continually work to improve service to the community.

Our current camera system is ready for replacement and now is the time to also consider adding body cameras. Steve Grinnwald, Director of Public Safety, has researched the available options in the attached report.

It is recommended that Council approve the purchase of an in-car and body camera system from Digital Alley in the amount of \$31,970 plus installation in 5 vehicles at a cost of \$200 per vehicle. The Michigan Municipal Risk Management Authority (MMRMA) offers grants and we expect to receive about \$9,700 for this project.

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

RECOMMENDATION

Approve a resolution that authorizes the purchase and installation of an in-car and body camera system from Digital Alley.

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

**DOWAGIAC POLICE DEPARTMENT
MEMORANDUM**

TO: Kevin Anderson, City Manager

FROM: Steve Grinnwald, Director of Public Safety

REF: In-Car and Body Worn Cameras

The administration, supervisors and officers of the Dowagiac Police Department take great pride in being a professional organization that holds the values of honesty, integrity, respect, accountability, service and compassion at their highest levels in each and every citizen interaction.

Some of the cornerstones of being a professional organization that has a positive relationship with the community are transparency and accountability. The Dowagiac Police Department has always maintained a level of transparency and accountability to the public it serves and will continue to do so. One of the ways that the department accomplishes this task is by recording officers' actions and encounters with the citizens they serve.

The Dowagiac Police Department has had in-car camera recording systems since 2001. During that time the recordings have been used for several instances such as evidence and prosecutorial purposes, enhancing the accuracy of officer's reports and testimony, training purposes, and a video/audio documentation of an officer's activity when/if a complaint is filed against an officer. The camera systems have proved to be quite useful in all of the above listed instances and have resolved several issues of reported officer misconduct.

The Dowagiac Police Department purchased the current Kustom digital in-car camera system in 2006. The system has worked well for the department and officers however is at the end of its useful life. The Kustom system is not currently under any type of warranty and any and all repairs result in a significant cost to the department.

Out of the five camera systems that are currently in use only two of them work on a consistent basis. These two systems continually malfunction and do not always work when attempting to activate them. The other three systems are in need of repair at this time and do not function.

The current camera systems were repaired in 2012 with a cost of approximately \$1,200. At that time the cameras were exhibiting the same problems that we currently experience. Therefore, it can be projected that the costs of repairs would once again exceed \$1,200. According to the Kustom repair technician, this system's life expectancy is approximately five to seven years. This system is currently nine years old.

Since the time of the first in-car camera system purchased by the Dowagiac Police Department there have been many technological advances in video recording systems. The current camera systems have been made smaller, more efficient in use and storage requirements, and have added features.

Currently the use of camera systems for police is a hot topic for discussion nationally. Not only are in-car camera systems the norm but body cameras for officers are now being considered as necessary equipment for officers. The thought is that the body cameras will document all aspects of the citizen/officer interaction.

I believe that both in-car and body cameras have a use and place in the current state of law enforcement. There is some concern about privacy issues that a body worn camera can record places where privacy is expected. The concern is that these recordings are subject to FOIA and private information of citizens, such as inside their homes, could become open to the public. However I believe that the current FOIA statute provides protections for releasing private details of the interiors of people's homes and videos of a private nature can be blocked from release. I also believe that the benefits from having officers wear body cameras far outweighs the concerns.

There are currently several different manufacturers and vendors for in-car and body camera systems. I have researched several of them and been shown demonstrations of their products at trade shows as well. I have also spoken with representatives from several other departments across the State of Michigan on their experience with camera systems. I believe that the Digital Ally system would be the best system for the Dowagiac Police Department.

The Digital Ally system is housed in the rear-view mirror of the patrol vehicle. The system is contained within the mirror and takes no other space inside of the vehicle. As more and more equipment is added to the patrol vehicles (computers, printers, scanners, radars, radios, etc) this becomes an important feature. The system is easy to operate and provides digital images in HD format.

The Digital Ally system also has a body camera. The unique piece with the Digital Ally system is that the body cameras and in-car cameras function simultaneously. The body camera syncs with the in-car camera system and they operate together. When one camera is activated the other camera is also activated. This is the only system I have been able to locate that has this feature.

This is important for a number of reasons. This allows the officers to only have to worry about turning on one system without concern of the other camera. Officers will not have to focus their attention on the camera system and which one is activated and can instead focus on their tactical and safety responsibilities. This also takes the second guessing out of thinking which, or if, the camera system was activated. This also allows for all angles available to be turned on with one activation.

The Digital Ally system comes with software to manage the recordings. I have already spoken with City of Dowagiac IT Coordinator Mitch Billingham about a wireless access point that would allow all recorded content from the in-car video system to be automatically downloaded to a server located in city hall. When the patrol vehicles get close enough to the wireless access point the content will download into the server without the officers having to do anything to it. IT Coordinator Billingham is aware of the storage needs for the video images and advised that it is minimal in both size and cost.

The body cameras that are with this system will have to be brought into the police department and downloaded manually at the end of each shift. However, this is accomplished easily as well. Officers will place the body camera into a rack that is connected to the video server and the content is downloaded automatically. This also re-charges the batteries of the body camera.

The current digital camera system is made up of a series of removable hard-drives for each patrol vehicle. When the hard-drive is full it is replaced with another one. The full hard-drives are kept until they need to go back into the vehicle and the content on the hard-drive is then deleted. If a video is needed for court purposes the hard-drives are connected to the computer in the police department and the videos are searched. The changing of hard-drives and search for videos is very cumbersome and takes time.

The Digital Ally system comes with software that would be on all police department computers. This will allow officers to access video that has been downloaded to the server at any time. Permissions will make it impossible for officers to alter or delete any video on the server. Any video needed for court purposes, media release, or investigation can be copied to a disc immediately from the server. This is a much more efficient process than what is currently being used.

The Digital Ally system was quoted with a five year advanced exchange warranty. When a camera system requires repair, the warranty provides a new temporary replacement camera sent to the department for use until our camera system is repaired and returned. Once the camera being repaired is fixed it is shipped back to the department to be put back into service.

The Digital Ally system will also provide training for all officers on the department on operation of the system and software. There are no annual maintenance fees for the system or software. Any software updates are sent to the department upon their release at no cost.

I have attached the quote that was received by Digital Ally for the system listed above. The department currently has five marked patrol vehicles in its fleet that would utilize the in-car cameras. The quote is for five in-car and five body cameras for each patrol vehicle. I also requested the quote to add three more body cameras to be utilized when the department has reserve officers working or other officers that may be working a separate detail. This will allow for all officers working to have some form of video recording their activities. Although the extra cameras are not specifically assigned to a patrol vehicle the cameras are still synced to any patrol vehicle with a Digital Ally in-car system in use so all of the benefits of the cameras that are synced to the cars are available.

As you can see by the quote the total cost for the Digital Ally system is \$31,970.00. There would also be a \$200 installation fee for each patrol vehicle for the systems to be installed. The systems would be installed by TeleRad who are handling the equipment for the Dowagiac Police Department fleet at this time.

The other system that I researched is an L3 camera system. Although a quality system, it does not have the features and benefits of the Digital Ally system. The in-car and body cameras are not synced. Therefore an officer would have to make sure that he or she turned on both systems each time they are to be used. The L3 system also has annual maintenance fees of \$854. The cost of the L3 system was quoted as \$28,131.50. Although the cost is less than the Digital Ally system, this system does not include a warranty past the 1 year manufacturer warranty and also includes yearly maintenance fees.

I recommend that the Dowagiac Police Department purchase the Digital Ally in-car and body camera system for use at the department. I believe that this system will fill the needs of the department and the community when it comes to video recording of officers activities.

There is currently a policy in place for the use of in-car cameras which stipulates when the camera system is to be used and the process for video recording and retention. If/When this system is purchased the currently policy will be altered to add the body worn cameras as well as the capabilities of the new system.

The Michigan Municipal Risk Management Authority (MMRMA), that the City of Dowagiac is an active member of, currently offers Risk Avoidance Program (RAP) grants for in-car and body cameras. The current amounts for these systems are 1/3 of the cost of in-car cameras (up to \$1500 per unit), and 50% of body cameras (up to \$400 per unit). By these amounts I estimate approximately \$9771.75, available through the RAP for this purchase. The RAP is a reimbursement grant that would be submitted upon completion of the purchase of the camera systems. The exact amount is subject to the RAP Committee through MMRMA and may not be the same as estimated above.

Please let me know if you need any further information about this proposal.

RESPECTFULLY SUBMITTED:

Chief Steven L. Grinnwald
Dowagiac Police Department



Quote	QUO-10267-Q8R3Y0
Date	3/27/2015
Page	1

9705 Loiret Blvd.
Lenexa, KS 66219

Customer:

City of Dowagiac Department of Public Safety
Steven Grinnwald
241 S. Front St.
Dowagiac, MI 49047

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
DOWMI2	CM2	FEDERAL EXPRESS	Net 30	Ali Watson	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
5	001-00212-11	FirstVu HD System (Chest Camera 11")	\$795.00	\$100.00	\$500.00	\$3,475.00
3	001-00212-11	FirstVu HD System (Chest Camera 11")	\$795.00	\$0.00	\$0.00	\$2,385.00
5	001-0950-00	VuLink, Standard Kit	\$495.00	\$90.00	\$450.00	\$2,025.00
1	001-0960-LOCAL	Kit, 1st VU HD Charging Dock	\$2995.00	\$0.00	\$0.00	\$2,995.00
5	004-09056-00	Holster, Black with belt clip for RMT800	\$35.00	\$0.00	\$0.00	\$175.00
1	011-00002-00	Wireless Access Point	\$295.00	\$0.00	\$0.00	\$295.00
1	860-00152-00	VuVault Server Software DVD	\$1595.00	\$600.00	\$600.00	\$995.00
5		DVM-800 w/ 5 Year Warranty-- Advanced Exchange	\$3995.00	\$100.00	\$500.00	\$19,475.00

Notes:

--DVM-800 bundle pricing

--VuVault Server Software is discounted with the purchase of a FirstVu HD body camera

--Additional FirstVu HD body cameras are full price

Total Discount	\$2,050.00
Subtotal	\$31,820.00
Misc	
Tax	\$0.00
Freight	\$150.00
Total	\$31,970.00

Thank you for your interest!

If you would like to place an order, please contact Digital Ally or your local rep.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("**Digital Ally**") will be governed by the following terms of sale ("**Terms**"). You will be referred to throughout these Terms as "**you**".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special



Quote	QUO-10267-Q8R3Y0
Date	3/27/2015
Page	2

conditions executed by you and Digital Ally (collectively, the “Order”) supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally’s satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys’ fees) in the collection of your past due invoices.

3. Security Interest. Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as Digital Ally may reasonably request in order to protect Digital Ally’s security interest in the goods, including the filing of financing statements that Digital Ally may deem necessary to perfect its security interest.

4. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

5. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally’s manufacturing facility in Lenexa, KS.

6. Force Majeure. Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally’s reasonable control. DIGITAL ALLY WILL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES FROM ANY DELAY WHATSOEVER.

7. Limitation of Liability. You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. DIGITAL ALLY’S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT

8. Warranty; Limitations on Remedies. Digital Ally’s warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY’S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.

9. Indemnity. You will defend Digital Ally, its managers, agents, employees, successors and assigns, (collectively, the “Indemnified Parties”), and will pay all damages, losses, costs and expenses, including reasonable attorney’s fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.

10. Risk of Loss. Risk of loss of goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.



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11. Acceptance; Claims for Shortage or Error. Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, they may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for delivery damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt of goods.

12. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the purchase and distribution of the products purchased under these Terms ("Products"). You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Products within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event, which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

13. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.

14. Prevailing Party's Attorneys' Fees. In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.

15. Cancelled Orders and/or Returns. All cancelled orders and/or product returns may be subject to a 20% restocking fee.

VuVault System Requirements

This is a quick reference guide to qualify on site machines for VuVault compatibility. These include specifications for minimum requirements and recommended machines. Our minimum requirements are higher on VuVault versus VideoManager to avoid issues for now and future released features to the program. **Computers that do not meet these requirements in many cases will work however we cannot guarantee stability or performance and will not support related issues.**

Standalone Software (with or without wireless software)



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Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify customer)
- DVD+/- RW Drive
- Intel® HD4000 chipset or comparable video card
- 100Mb Network Connection
- USB 2.0 CF/SD Card Reader

Recommended Specifications

- Intel® i-Series Quad Core Processor (2.0Ghz or higher)
- 8GB RAM
- Windows 7 Professional Operating System (64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer)
- DVD +/- RW Drive
- Nvidia® GeForce 8800GS or comparable video card
- Gigabit Network Connection
- SanDisk USB 2.0 CF/SD Card Reader

Server Software (with or without wireless software)

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.4Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit) or Windows Server 2008
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- 100Mb Network Connection

Recommended Specifications

- Intel® i-Series Quad Core Processor (3.00Ghz or higher)
- 8GB RAM
- Windows Server 2008 R2
- 250GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- Gigabit Network Connection

Client/Viewer Software

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 2GB RAM
- Windows XP Service Pack 3 or Windows 7 Pro (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- DVD+/- RW
- Intel® HD4000 chipset or comparable video card
- USB 2.0 CF/SD Card Reader
- 100Mb Network Connection

Recommended Specifications

- Intel® i-Series Dual Core Processor (3.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional (64-bit)
- 40GB Free Space (Boot Drive)
- DVD+/-RW



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- Nvidia® GeForce 8800GS or comparable video card
- SanDisk USB 2.0 CF/SD Card Reader
- Gigabit Network Connection

Wireless Requirements and Recommendations

Minimum Requirements

- Dedicated Outdoor Business Class Wireless Access Point (802.11n & 2.4Ghz)
- 5 cars transferring simultaneously per Access Point
- WPA-PSK w/TKIP Encryption (WPA2-PSK w/AES preferred)
- DHCP Component (Can be integrated to AP or external)

Recommended Model Access Points

- DLINK DAP-3520
- Ubiquiti UniFi Outdoor
- Cisco Aironet 1300 Outdoor

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

WHEREAS, the City of Dowagiac Department of Public Safety has determined that the replacement of the in-car camera system is necessary, and;

WHEREAS, the City of Dowagiac Department of Public Safety has determined that the addition of a body camera system for police officers will positively impact public safety in the City of Dowagiac, and;

WHEREAS, the City has funds available in the Motor Pool to fund this replacement,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the purchase of an in-car and body camera system in the amount of \$31,970, plus installation.

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

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 4/26/15:

Invoices	\$91,576.98
Payroll #16 for Period Ending 4/26	<u>\$211,162.34</u>
Total	\$302,739.32

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

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$91,576.98	\$211,162.34	\$302,739.32

Ayes:

Nays:

Absent:

Abstain:

Vendor		Description	Amount
1ST CHOICE AUTOMOTIVE	0008041	BRAKE CONTROL MODULE (#101)	94.07
ABSOPURE WATER COMPANY	83584607	BOTTLED WATER/DEPOSIT - 26688 NUBOUR	36.25
ABSOPURE WATER COMPANY	83584605	BOTTLED WATER - 26461 NUBOUR	64.50
ABSOPURE WATER COMPANY	83584602	BOTTLED WATER/DEPOSIT	28.75
ACD.NET	88889-103	MONTHLY PHONE SERVICE - CITY HALL	721.38
AMERICAN ELECTRIC POWER	048-197-857-0-2	ST LIGHTS - MARCELLUS HWY	10.28
AMERIGAS - HARTFORD 5254	3040044463	PROPANE-PRK SHOP	268.26
ANDERSON JR, LEON C (ANDY)	5/7/15	ELECTION SERVICE 5/5/15	106.25
ARNT ASPHALT SEALING, INC	20880	ASPHALT REPAIR PATCHES	3,030.00
AUSRA EQUIPMENT & SUPPLY, INC	RE00161	RENTAL - MINI EXCAVATOR	200.00
BELL, VICKY	5/7/15	ELECTION SERVICE 5/5/15	191.25
BORGESS LEE MEDICAL GROUP	030215	PRE-EMPLOY DRUG TEST	44.50
BRADFORD, JARRID	287248950627	CELL PHONE REIMBURSEMENT 3/7 - 4/6/15	60.00
BS&A SOFTWARE, INC	100694	ANNUAL SUPPORT FEE	7,061.00
CAGNEY, MARY	5/7/15	ELECTION SERVICE 5/5/15	191.25
CAGNEY, THOMAS	5/7/15	ELECTION SERVICE 5/5/15	181.25
CHET NICHOLS, INC	572174	SL - B1 SPARK PLUGS	22.23
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	894.55
CINTAS LOCATION #336	336-01904	MATS	76.84
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	522.80
COMMUNITY ANSWERING SERVICE	262804272015	DISPATCHING SERVICES	200.10
CREATIVE VINYL SIGNS, INC.	28833	REFURBISH WALTER WARD SIGN	248.00
DAVIS, DAVID	287243883201	TX REIMB - DAVIS	45.00
DAWN BOLOCK	5/7/15	ELECTION SERVICE 5/5/15	93.75
DENISE HIGLEY	5/7/15	ELECTION SERVICE 5/5/15	93.75
DETROIT INDUSTRIAL TOOL	521147	CONCRETE SAW BLADES	1,260.15
DOGWOOD HILLS TREE FARM	4/27/15	REPLACEMENT TREES - DT & CEMETERY	544.00
DON WOLFORD	4/24/15	CANCELLED ELEC PERMIT FOR 115 S FRONT ST	150.00
DOUBLEDAY OFFICE PRODUCTS, INC	163380I	DRY ERASE BOARD/MARKERS	298.18
DOUBLEDAY OFFICE PRODUCTS, INC	163596I	COPY PAPER/PENS/RECEIPT BOOK/MEMO PADS	672.93
DOWAGIAC ANIMAL HOSPITAL	381124	K-9 VET ANNUAL	440.27
DOWAGIAC UNION SCHOOLS	201415-79	FUEL EXPENSES-APR 2015	5,417.03
EAU CLAIRE FRUIT EXCHANGE	674263	PENN MULCH (CEMETERY)	131.70
ELHORN ENGINEERING COMPANY	260185	CCWS CHEMICALS	326.50
ELMER'S LOCKSMITH	7026	PADLOCKS	61.50
FLEIS & VANDENBRINK ENGINEERING INC	39920	WWTP - BIDDING/CONTRACTING SERVICE	2,375.51
FLEIS & VANDENBRINK ENGINEERING INC	40035	WWTP DESIGN & BIDDING	14,790.02
FLINT'S AUTO REPAIR	4/22/15	REIMBURSE - SEWER RODDING 509 S FRONT	225.00
FRONTIER	23118907970401035	PHONE SERVICE 3/20 - 4/19	1,752.72
FRONTIER	26978201001022145	PHONE SERVICE - SNOW BLDG	187.92
GOLLNICK, JEFF	000001	DIVERTER REPAIR PARTS - REIMBURSEMENT	5.00
GRAMES TIRE & BATTERY, INC	4178	TIRE REPAIR PD #53	17.95
HACH COMPANY	9330196	LAB SUPPLIES	956.57
HAGGIN FORD & MERCURY INC	231520	OIL CHANGE PD VEH #132	49.14
HAGGIN WIMBERLY CHEVY OLDS GEO INC	183042	HEADLIGHT REPLACEMENT	49.66
HAGGIN WIMBERLY CHEVY OLDS GEO INC	182554	ABS REPAIR PD #6001	283.97
HALE'S HARDWARE, INC	10103609	CASIO SOLAR DESKS	25.98
HALE'S HARDWARE, INC	C112915	RODENT CONTROL & ELECTRICAL REPAIR	9.49
HALE'S HARDWARE, INC	D76737	PSI PRESSURE SWITCH	26.18

Vendor		Description	Amount
HALE'S HARDWARE, INC	10103365	OHMS METER/BATTERIES	67.46
HALE'S HARDWARE, INC	C112410	LAND FABRIC/DUCT TAPE/EMERY CLOTH -	56.13
HALE'S HARDWARE, INC	C113771	ANNUAL NPDES TEST - SHIPPING	146.48
HALE'S HARDWARE, INC	D76900	SOCKET (PRESSURE WASHER COUPLING)	6.78
HALE'S HARDWARE, INC	C113020	CONN (EXT CORD)	5.33
HALE'S HARDWARE, INC	A14873	HD VINYL PLUG (GENERATOR CH)	10.66
HALE'S HARDWARE, INC	D77693	3/4" COUPLING - 107 SPRUCE ST	13.57
HALE'S HARDWARE, INC	D77550	SUPPLIES	32.56
HANSON BEVERAGE SERVICE	243202	LABORATORY WATER	31.00
HARDIN, R. WAYNE	5/4/15	BUILDING INSP APRIL 2015	1,338.00
HARDING, PATRICK	4/24/15	REIMBURSEMENT - SAFETY EQUIP	149.79
HARNDEN, SHARON	5/7/15	ELECTION SERVICE 5/5/15	191.25
IDEXX DISTRIBUTION CORP	288017098	WTR DISTR SYSTEM TESTING SUPPLIES -	140.33
INTERNET BUSINESS SOLUTIONS, INC.	15675	MONTHLY WEBSITE MTCE	39.95
J DOHENY SUPPLIES INC	A82421	3/4" CABLE - SEWER RODDING MACHINE	348.61
JESSUP, PAT	5/7/15	ELECTION SERVICE 5/5/15	181.25
JORDAN, DONNA	5/7/15	ELECTION SERVICE 5/5/15	181.25
JUDD LUMBER COMPANY, INC	1505-641885	SCREWS FOR SHELVING	11.39
JUDD LUMBER COMPANY, INC	1504-641198	REDI-MIX GRAVEL (BEESON ST ALLEY MAIN)	38.70
JUDD LUMBER COMPANY, INC	1505-641598	TREATED LUMBER/BIT/SCREWS - AMBULANCE	21.62
JUDD LUMBER COMPANY, INC	1504-640167	MORTAR MIX - AMBULANCE BLDG	15.96
JUDD LUMBER COMPANY, INC	1504-640154	MORTAR MIX - AMBULANCE BLDG	15.96
JUDD LUMBER COMPANY, INC	1504-641043	SUPPLIES	3.80
JUDD LUMBER COMPANY, INC	1505-641300	1" CONDUIT - MIDDLE SCHOOL LIGHTING	34.90
JUDD LUMBER COMPANY, INC	1505-641301	RENTAL - MINI LOADER (MIDDLE SCHOOL	125.00
JUDD LUMBER COMPANY, INC	1505-641558	DUCT TAPE	4.99
KARASEK, MARY	5/7/15	ELECTION SERVICE 5/5/15	181.25
KAY BROWN	5/7/15	ELECTION SERVICE 5/5/15	181.25
KEN SIMPSON	150513	ELECTRICAL INSP. APRIL 2015	294.40
KENT RECORD MANAGEMENT, INC	0052529	SHREDDING SVC 4/1 - 4/30/15	60.00
LAYLIN, SHIRLEY	5/7/15	ELECTION SERVICE 5/5/15	75.00
LEADER PUBLICATIONS, INC	105426	MISC PUBLICATIONS	241.00
LEADER PUBLICATIONS, INC	105429	AD - SAFETY	72.00
MARSHA MACDOWELL	4/27/15	HONORARIUM FOR MUSEUM PROGRAM 5/2/15	100.00
MAXIMUM FIRE PROTECTION	2323	EXTINGUISHER RECHARGE	100.00
MAXIMUM FIRE PROTECTION	2346	FIRE EXT INSPECTIONS	40.00
MERYL CHRISTIANSON	5/7/15	ELECTION SERVICE 5/5/15	93.75
MI COMMUNITY ACTION AGENCY ASSOC	5/4/15	EU-MONTHLY PYMT ALLOCATION-5/15	11,521.83
MI MUNICIPAL RISK MANAGEMENT	2286	TRAINING - RUTKOWSKE	170.00
MIDWEST ENERGY	3503301	CCWS-WELL HOUSES	1,281.94
NICHOLS, BEVERLY	5/7/15	ELECTION SERVICE 5/5/15	181.25
NRPC-AMTRAK	038611	RENT - AERIAL OCCUPANCY	1,567.30
OSCAR AZEVEDO	1-15	SERVICES RENDERED 1/1/15 - 4/30/15	3,333.32
OVERHEAD DOOR CO KALAMAZOO, INC	INVOHD000138181	GARAGE DOOR REPAIR	513.60
PEERLESS-MIDWEST, INC	42473	CCWS ANNUAL WELL MAINT	590.00
PETERMAN CONCRETE COMPANY	0277846-IN	CONCRETE	374.00
PETERSEN, MICHAEL	5/7/15	ELECTION SERVICE 5/5/15	93.75
PETTY CASH	5/4/15	PETTY CASH REIMBURSEMENT	236.23
POSITIONING SOLUTIONS COMPANY	INV10881	MARKING PAINT	42.00

Vendor		Description	Amount
POSITIONING SOLUTIONS COMPANY	INV10875	REPAIR METAL DETECTOR	55.00
POWER LINE SUPPLY, INC	5920100	DISCONNECT SLEEVES	277.02
POWER LINE SUPPLY, INC	5918626	GLOVES	120.00
PRIME-STRIPE, INC	49093	WHITE PAINT (ROTARY SOFTBALL FIELD)	54.35
RUTKOWSKE, JASON	15-0264-FY	MILEAGE - COURT	9.20
SCOTT SAYLOR	00110	RUSSOM - MOW AND TRIM	185.00
SEMCO ENERGY GAS COMPANY	0161871.500	GAS SVC 3/12 - 4/13/15	14.33
SIMMONS TREE & LAWN	5/4/15	LAWN MTCE - MOWING CITY FACILITIES	10,260.00
SIRCHIE FINGER PRINT LABORATORIES	0205968-IN	EVIDENCE BAGS	29.50
SOUTH BEND UNIFORM	23181	UNIFORM-RUTKOWSKE	248.80
STATE OF MICHIGAN-TECH, MGT, BUDGET	15-002546	RADIO LICENSE	25.00
STATE OF MICHIGAN-TECH, MGT, BUDGET	15-002897	RADIO FEE	50.00
THE RIDGE COMPANY	613270	BLOWER MOTOR RESISTOR CONN #6	46.91
THE RIDGE COMPANY	615698	CREDIT - BATTERY/CORE DEPOSIT #141	(111.88)
THE RIDGE COMPANY	615697	BATTERY/CORE DEPOSIT/WARRANTY ADJ #141	88.20
THE RIDGE COMPANY	615732	CREDIT - AIR FILTER/RETURN/WIPER	(46.23)
THE RIDGE COMPANY	616180	ADAPTER/COUPLING/HTR HOSE	20.87
THE RIDGE COMPANY	616254	CREDIT - ADAPTER/COUPLING	(16.89)
THE RIDGE COMPANY	616387	SPARK PLUG/DIST CAP & ROTOR	76.13
THE RIDGE COMPANY	615800	VEHICLE INSPECTION FORMS	22.55
THE RIDGE COMPANY	615815	SCREWS #104 SEAT	3.44
THE RIDGE COMPANY	616138	CLEAN-UP MATS (GENERATOR - CH)	24.33
THE RIDGE COMPANY	615706	BATTERY - PD VEH #131	158.59
THE RIDGE COMPANY	615730	CORE DEPOSIT CREDIT - PD VEH #131	(15.00)
THE RIDGE COMPANY	614993	FUSES FOR ALL VEHICLES	4.01
THE RIDGE COMPANY	614833	HTR HOSE/TANK HTR/RAZOR BLADES	152.71
THE RIDGE COMPANY	614990	HTR HOSE/TANK HEATER - CREDIT	(147.38)
THE RIDGE COMPANY	615492	BLOCK HEATER	159.99
THE RIDGE COMPANY	615491	DUCT TAPE #132LT	14.99
THE RIDGE COMPANY	615238	GREASE FITTINGS #74	2.99
THYSSENKRUPP ELEVATOR CORPORATION	3001830233	QTRLY ELEVATOR MTCE - SNOW BLDG	531.00
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT 3/19/15 -	60.00
USA BLUEBOOK	583103	2ND OF 2 NEW CHLORINE PUMPS FOR CCWS	1,937.95
VERIZON WIRELESS	9744351834	CELL PHONE MONTHLY INVOICE	691.66
VERIZON WIRELESS	9744524877	MIFI CARD - MONTHLY SUBSCRIPTION	240.06
VERIZON WIRELESS	9744535513	TABLET - MONTHLY FEE	144.78
WEST MICHIGAN INTERNATIONAL	53431K	OUTER END TIE RODS (#106)	137.78
WIGHTMAN & ASSOCIATES, INC	49479	PROJECT 120169 ENGINEERING SERVICES	1,940.00
WIGHTMAN & ASSOCIATES, INC	49474	RUSSOM FIELD DRAINAGE REVIEW	1,320.00
WIGHTMAN & ASSOCIATES, INC	49471	ENG SVC - E RAILROAD RESURFACING	3,020.00
WILBUR-ELLIS COMPANY	8904045 RI	FERTILIZER	553.50
WILBUR-ELLIS COMPANY	8904135 RI	WEED/GRASS PREVENTOR	40.00
WOODRUFF, ROBERTA	5/7/15	ELECTION SERVICE 5/5/15	93.75
Total:			91,576.98

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: May 11, 2015

SUBJECT: Ordinance Authorizing Wastewater Treatment Plant SRF Project Bonds

For the past three+ years, the City of Dowagiac has been working with consulting engineering firms to development a plan consistent with the State Revolving Loan Fund (SRF) so that the City can qualify for grants and low interest loans for major improvement projects at the wastewater treatment facility. At the last Council meeting tentative bid approval was given. The next major Council action is to take action on the final bond resolution for this project.

Attached is the anticipated bond amount. A portion of this bond will be forgiven upon completion of the energy efficiency component of the project.

Typically an ordinance would require the first and second reading it separately council meetings. However, our bond attorney has shared the following:

"The City only needs to adopt the new ordinance at this time. Since this is an ordinance under the Revenue Bond Act, it can be adopted at the meeting at which it is introduced, regardless of local City Charter requirements."

RECOMMENDATION

Approve an Ordinance that authorize bonding for the WWTP improvements through the State Revolving Loan Fund (SRF).

Support Documents:

Cover Memo-City Mgr.
Ordinance

May 11, 2015 – 1st Reading
-- 2nd Reading

ORDINANCE NO. _____, 2015

ORDINANCE -----

**ORDINANCE AUTHORIZING ISSUANCE OF
WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM
JUNIOR LIEN REVENUE BONDS, SERIES 2015**

WHEREAS, pursuant to Act 94, Public Acts of Michigan, 1933, as amended (the “Act”) the Dowagiac City Council has determined to make improvements to the City of Dowagiac (the “City”) water supply and sewage disposal system; and

WHEREAS, the improvements will enable the City to provide more efficient and better quality public services to the users of the water supply and sewage disposal system; and

WHEREAS, the improvements shall be financed in part by the issuance of revenue bonds or other evidences of indebtedness in accordance with the Act in the sum of not to exceed \$2,500,000 for a period of not to exceed thirty (30) years; and

WHEREAS, the Act permits the City to authorize, within limitations which shall be contained in the authorization ordinance, an officer to sell, deliver and receive payment for obligations, and to approve interest rates or methods for fixing interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, place of delivery and payment, and other matters and procedures necessary to complete an authorized transaction.

THE CITY OF DOWAGIAC ORDAINS:

SECTION 1. DEFINITIONS. Except as provided in this ordinance, the definitions contained in the Prior Ordinance (defined below) shall apply to the terms in this Ordinance. In addition, whenever used in this Ordinance except when otherwise indicated by context, the following definitions shall apply to the terms in this Ordinance:

- (a) “Additional Junior Lien Bonds” means any additional Junior Lien Bonds issued in the future pursuant to this Ordinance, the Prior Ordinance, or an ordinance supplementing these ordinances.

(b) “Authorized Officer” means the Mayor and the City Manager of the City, or either of them acting alone.

(c) “Authority” means the Michigan Finance Authority created by Executive Order 2010-2, which, among other things, transferred to the Michigan Finance Authority the powers, duties and functions of the Michigan Municipal Bond Authority, created and established pursuant to Act 227, Public Acts of Michigan, 1985, as amended.

(d) “Bonds” as defined in the Prior Ordinance shall include the Series 2015 Bonds which are being issued as Junior Lien Bonds under Section 21 of the Prior Ordinance.

(e) “Construction Fund” shall mean the 2015 Construction Fund created pursuant to Section 13.

(f) “Contract Documents” means the Purchase Contract between the City and the Authority, the Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environmental Quality, and the Issuer’s Certificate for the Series 2015 Bonds or such other closing documents required by the Authority for the issuance of the Series 2015 Bonds.

(g) “Improvements” means the design, purchase, acquisition, and construction of improvements to the System, including, but not limited to improvements to the wastewater treatment plant and related facilities and appurtenances, as well as all work necessary and incidental to these improvements.

(h) “Ordinance” means this Ordinance and all amendments hereto.

(i) “Prior Ordinance” means Ordinance No. 6, 2010 adopted by the City Council of the City on October 11, 2010.

(j) “Series 2015 Bonds” means the City’s Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2015 issued pursuant to this Ordinance.

SECTION 2. NECESSITY, PUBLIC PURPOSE. It is hereby determined to be necessary for the public health, safety and welfare of the City to acquire and construct the Improvements to the System in accordance with the maps, plans and specifications therefore prepared by Flies & Vandenbrink Engineering Inc., which are hereby approved.

SECTION 3. ESTIMATED COST; PERIOD OF USEFULNESS. The cost of the Improvements has been estimated by the engineers not to exceed \$2,500,000, including the payment of legal, engineering, financial and other expenses, which estimate of cost is approved and confirmed, and the period of usefulness of the Improvements is estimated to be greater than thirty (30) years.

SECTION 4. ISSUANCE OF BONDS. To pay a portion of the cost of acquiring and constructing the Improvements and to pay the legal and financial expenses and all other expenses incidental to the issuance of the Series 2015 Bonds, the City shall borrow the sum of not to exceed \$2,500,000 and issue its revenue bonds pursuant to the provisions of the Act. The Series 2015 Bonds shall be issued in the aggregate principal sum of not to exceed \$2,500,000, as finally determined by the Authorized Officer at the time of sale, or such lesser amount thereof as shall have been advanced to the City pursuant to the Contract Documents.

During the time funds are being drawn down by the City under the Series 2015 Bonds, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement

shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of the Series 2015 Bonds.

SECTION 5. SERIES 2015 BOND TERMS. The Series 2015 Bonds shall be issued as one fully registered manuscript bond, shall be sold and delivered to the Authority in any denomination. The Series 2015 Bonds shall be dated the date of delivery to the Authority, or such other date approved by the Authorized Officer, and shall be payable on the dates determined by the Authorized Officer at the time of sale provided the final maturity shall be no later than thirty years after the date of issuance. The Series 2015 Bonds shall bear interest at a rate of not to exceed 3.00% per annum as determined by the Authorized Officer, payable semiannually on the dates determined by the Authorized Officer at the time of sale.

Notwithstanding the above, the final amount of any maturity and terms of the Series 2015 Bonds shall be as provided in the Contract Documents and will be finally determined by the Authorized Officer.

SECTION 6. PAYMENT OF BONDS; PLEDGE OF NET REVENUES. As provided in Section 5 of the Prior Ordinance, the principal of and interest on the Series 2015 Bonds, as Junior Lien Bonds, shall be payable from the Net Revenues derived from the operation of the System, including future improvements, enlargements and extensions thereof, after provision has been made for the payment of expenses of administration, operation and maintenance thereof and the Net Revenues of the System, including future enlargements, improvements, and extensions thereto, are hereby pledged to the payment of the principal of and interest on the Series 2015 Bonds. To secure the payment of the principal of and interest on the Series 2015 Bonds, a statutory lien is created pursuant to the Act to and in favor of the Bondholders of the Series 2015

Bonds upon the Net Revenues of the System, including future enlargements, improvements, and extensions thereof, which is a junior lien of equal standing and priority with respect to the Net Revenues of the System securing other Junior Lien Bonds that may be issued in the future, but subordinate to the first lien on the Net Revenues of the System securing any First Lien Bonds. The Net Revenues so pledged shall be and remain subject to such lien until the payment in full of the principal of and interest on the Series 2015 Bonds or until Bonds are defeased as provided in the Prior Ordinance.

The Series 2015 Bonds, including both principal and interest thereon, shall not be a general obligation of the City and shall not constitute an indebtedness of the City for the purpose of any debt limitations imposed by any constitutional, statutory or charter provisions. References to “Bonds” in the last paragraph of Section 5 of the Prior Ordinance providing for a pledge of the City’s limited tax-general obligation full faith and credit shall be amended to “Series 2010 Bonds” and shall not apply to the Series 2015 Bonds.

SECTION 7. PRIOR REDEMPTION. The Series 2015 Bonds issued and sold to the Authority shall be subject to redemption prior to maturity by the City only with the prior written consent of the Authority and on such terms as may be required by the Authority.

SECTION 8. PAYING AGENT AND REGISTRATION.

(a) Appointment of Paying Agent. The initial Paying Agent for the Series 2015 Bonds shall be the City Treasurer.

(b) Registration of Series 2015 Bonds. The Series 2015 Bonds shall be fully registered Bonds. The Series 2015 Bonds will not be issued in book-entry-only form and, except as provided in (c) below, the provisions of Section 7(c) of the Prior Ordinance shall apply to the Series 2015 Bonds.

(c) Authority's Depository. Notwithstanding any other provision of this Ordinance, so long as the Authority is the owner of the Series 2015 Bonds, (a) the Series 2015 Bonds are payable as to principal, premium, if any, and interest in lawful money of the United States of America, at The Bank of New York Mellon Trust Company, N. A., or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on the Series 2015 Bonds in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of the Series 2015 Bonds shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

SECTION 9. SALE OF BONDS. The Series 2015 Bonds shall be sold to the Authority. The City determines that a negotiated sale to the Authority is in the best interest of the City because the terms offered by the Authority are more favorable than those available from other sources of funding.

SECTION 10. BOND FORM. The Series 2015 Bonds shall be substantially in the form attached hereto as Exhibit A, and incorporated herein, with such completions, changes and additions as may be required by the Authority or as recommended by the City's Bond Counsel and approved by the officers of the City signing the Series 2015 Bonds.

SECTION 11. AUTHORIZED OFFICER. The Authorized Officer is hereby designated, for and on behalf of the City, to do all acts and to take all necessary steps required to effectuate the sale, issuance and delivery of the Series 2015 Bonds to the Authority. The Authorized Officer is hereby authorized to execute and deliver the Contract Documents in substantially the form presented at this meeting, with such changes, additions and completions as are approved by the Authorized Officer. The City hereby approves the Contract Documents in the form on file with the Clerk with such changes as are approved by the Authorized Officer. Notwithstanding any other provision of this Ordinance, the Authorized Officer is authorized within the limitations of this Ordinance to determine the specific interest rate or rates to be borne by the bonds, not exceeding 3% per annum, the principal amount, interest payment dates, dates of maturities, and amount of maturities, redemption rights, the title of the Series 2015 Bonds, date of issuance, the amount of any rate covenant and additional bonds test, and other terms and conditions relating to the Series 2015 Bonds and the sale thereof provided, however, the last annual principal installment shall not be more than thirty years from the date of issuance of the Series 2015 Bonds. The Authorized Officer's approval of the terms shall be evidenced by his or her signature on the document or agreement stating such terms. The Authorized Officer is hereby authorized for and on behalf of the City, without further City Council approval, to do all acts and take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2015 Bonds. The Authorized Officer, together with the Treasurer, or any one or more of them, are authorized to execute any orders, receipts, agreements, pledge agreements, documents or certificates necessary to complete the transaction, including, but not limited to, any issuers certificate, any certificates relating to federal or state securities laws, rules or regulations, any applications to the Michigan Department of Treasury, and any revenue sharing pledge

agreement. The City hereby approves the Revenue Sharing Pledge Agreement in substantially the form presented to this meeting, with such changes as are approved by the Authorized Officer, and authorizes the Authorized Officer to execute and deliver the Revenue Sharing Pledge Agreement to the Authority if such action is recommended by the City's financial advisor.

SECTION 12. EXECUTION OF BONDS. The Mayor or the Mayor Pro Tem and the Clerk or the Deputy Clerk of the City are hereby authorized and directed to sign the Series 2015 Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Series 2015 Bonds shall be delivered to the purchaser thereof.

SECTION 13. CONSTRUCTION FUND. The proceeds of the Series 2015 Bonds shall be deposited in the Construction Fund. Such moneys shall be used solely for the purpose for which the Series 2015 Bonds were issued. Any unexpected balance in the Construction Fund remaining after completion of the Improvements may be used for such purposes as allowed by law. After completion of the Improvements and disposition of remaining Series 2015 Bond proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.

SECTION 14. CONTRACT WITH BONDHOLDERS. The provisions of this Ordinance shall constitute a contract between the City and the Bondholders from time to time, and after the issuance of any of such Series 2015 Bonds, no change, variation or alteration of the provisions of this Ordinance may be made which would lessen the security for the Series 2015 Bonds. The provisions of this Ordinance shall be enforceable by appropriate proceedings taken by such Bondholder, either at law or in equity.

SECTION 15. INTERNAL REVENUE CODE. The City has consulted with its attorney and understands that the Code contains certain requirements on (i) the expenditure of

proceeds from the sale of the Series 2015 Bonds, (ii) the investment of the proceeds from the issuance of the Series 2015 Bonds and (iii) the rebate of interest earned on the investment of the proceeds of the Series 2015 Bonds under certain circumstances. The City hereby covenants to comply with such requirements.

SECTION 16. PUBLICATION AND RECORDATION. This Ordinance shall be published once in full in a newspaper of general circulation in the City qualified under state law to publish legal notices, and the same shall be recorded in the records of the City and such recording authenticated by the signature of the City Clerk.

SECTION 17. ORDINANCE SUBJECT TO MICHIGAN LAW. The provisions of this Ordinance are subject to the laws of the State of Michigan.

SECTION 18. SECTION HEADINGS. The section headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of this Ordinance.

SECTION 19. SEVERABILITY. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 20. CONFLICT. Except as provided above, all Ordinances and Ordinances or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed to the extent of the conflict; provided, that the foregoing shall not operate to repeal any provision thereof, the repeal of which would impair the obligation on the Bonds or the Prior Bonds.

SECTION 21. EFFECTIVE DATE OF ORDINANCE. Pursuant to Section 6 of the Act, this Ordinance shall be approved on the date of first reading and this Ordinance shall be effective immediately upon its adoption.

Moved by: _____

Seconded by: _____

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

ORDINANCE DECLARED ADOPTED.

Donald D. Lyons, Mayor

Jane P. Wilson, Clerk
City of Dowagiac

STATE OF MICHIGAN)
) SS
COUNTY OF CASS)

I, Jane P. Wilson, the duly qualified and acting Clerk of the City of Dowagiac, Cass County, Michigan do hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council at a regular meeting held on May 11, 2015, and that notice of said meeting was given pursuant to Act. No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I further hereunto affixed my signature this 11th day of May, 2015.

Jane P. Wilson, Clerk
City of Dowagiac

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF DOWAGIAC
CITY OF DOWAGIAC**

**WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM
JUNIOR LIEN REVENUE BONDS, SERIES 2015**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
_____ %	See Schedule I	_____, 2015

Registered Owner: Michigan Finance Authority

Principal Amount: _____ Dollars (\$_____)

The City of Dowagiac, Cass County, Michigan (the "Issuer"), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the Water Supply and Sewage Disposal System of the Issuer (the "System"), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the "Net Revenues"), the amounts and on the Dates of Maturity set forth on Schedule I hereto, together with interest thereon from the dates of receipt of such funds, or such later date to which interest has been paid, at the Interest Rate per annum specified above, first payable on _____ 1, 20__, and semiannually thereafter on the first day of April and October of each year, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

The Issuer promises to pay to the Michigan Finance Authority (the "Authority") the principal amount of this Bond or so much thereof as shall have been advanced to the Issuer pursuant to a Purchase Contract between the Issuer and the Authority and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through the Department of Environmental Quality.

During the time funds are being drawn down by the Issuer under this Bond, the Authority will periodically provide the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company, N. A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Issuer's deposit by 12:00 noon on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this Bond shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

This Bond, being one fully registered manuscript bond, is issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and ordinances adopted by the City Council of the Issuer on October 11, 2010, and May 11, 2015 (the "Ordinance"), for the purpose of paying the cost of acquiring and constructing improvements to the System. This Bond is a self-liquidating Bond, and is not a general obligation of the Issuer within any constitutional, statutory or charter limitation, but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

The Issuer hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest upon all such Bonds as and when the same become due and payable, to maintain a bond and interest Redemption Account and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance. The statutory liens securing the Issuer's First Lien Bonds (as defined in the Ordinance) are first liens which are and shall remain superior to the lien on the Net Revenues securing this Bond. The Bonds of this series are Junior Lien Bonds (as defined in the Ordinance) and shall have equal standing with any Additional Junior Lien Bonds (as defined in the Ordinance) that may be issued pursuant to the Ordinance. Additional bonds of superior standing to the bonds of this series may be issued pursuant to the Ordinance. For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or superior standing may hereafter be issued, and the general

covenants and provisions pursuant to which this Bond is issued, reference is made to the Ordinance.

Bonds of this series may be subject to redemption prior to maturity by the Issuer only with the prior written consent of the Authority and on such terms as may be required by the Authority.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provided funds to purchase this Bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

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

IN WITNESS WHEREOF, the City of Dowagiac, Cass County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and City Clerk, all as of the ____ day of _____, 2015.

Donald D. Lyons, Mayor

Jane P. Wilson, Clerk

TRANSFER

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

(Tax Identification or Social Security No. _____) the within Bond and all rights thereunder, and hereby constitutes and appoints _____ attorney, to transfer the within Bond on the books kept for registration thereof by the Paying Agent, with full power of substitution in the premises.

Dated: _____

Notice: The signature to this assignment must correspond with the name as it appears on the registration books every particular, without alteration or enlargement or any change whatever.

Name of Issuer CITY OF DOWAGIAC
DEQ Project No: _____
DEQ Approved Amount: \$ _____

SCHEDULE I

Based on the schedule provided below, unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environmental Quality (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority, the Authority shall prepare a new payment schedule, which shall be effective upon receipt by the Issuer.

Due Date	Amount of Principal Installment Due
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Interest on the Bond shall accrue on that portion of principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of ____% per annum, payable _____ 1, 20__, and semiannually thereafter.

The Issuer agrees that it will deposit with The Bank of New York Mellon Trust Company, N. A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository") payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the Issuer's deposit by 12:00 noon on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

*Not to exceed amount. Loan reductions at close out will result in a proportional decrease.

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

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

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

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

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

Jane P. Wilson, City Clerk