

## REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, August 26, 2013, 7:00 p.m.

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### AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -Mayor Donald D. Lyons
- ROLL CALL -Mayor Donald D. Lyons  
-Mayor Pro-Tem Leon Laylin  
-Councilmember Charles Burling  
-Councilmember James Dodd  
-Councilmember Randall Gross, Sr.  
-Councilmember Lori Hunt  
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – August 12, 2013
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- COMMUNICATION –
1. Halloween Parade, October 26, 2013
- PUBLIC HEARING –
1. Public hearing for the purpose of receiving public comment on a 425 Agreement in Pokagon Township.
- APPOINTMENT –
1. Dowagiac District Library Board– Recommended by Mayor and offered by Mayor Pro-Tem:  
Re-appoint Teri Frantz for a term expiring September 2017.
- CITY MANAGER REPORT –
1. Bid Award – Skid Loader

RESOLUTIONS –

1. Resolution to approve a contract agreement with Domestic And Sexual Abuse Services (DASAS).
2. Resolution to authorize and direct the City Treasurer to pay the following bills and payrolls due: (Roll Call)

<u>BILLS</u>	<u>PAYROLL (24)</u>	<u>TOTAL</u>
\$731,160.03	\$185,326.01	\$916,486.04

ORDINANCES –

1. First reading of an ordinance to amend Chapter 38, “Environment”, Nuisances, Division 7, Noise control, Section 38-112(a), be amended by its repeal and the adoption of a new Section 38-112(a).
2. Second reading of an ordinance to approve an agreement between the City and First Housing Corporation for a payment in lieu of taxes (PILOT) for acquiring and renovating the property known as Vineyard Place through the Michigan State Housing Development Authority (MSHDA).

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

ADJOURNMENT –

Kevin P. Anderson  
City Manager

Attachments

## DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

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

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

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

ABSENT: Mayor Donald D. Lyons; Councilmember Charles K. Burling.

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

Councilmember Dodd moved and Councilmember Schuur seconded that the minutes of the July 22, 2013 meeting be approved.

Approved unanimously.

### COMMUNICATION-

1. Rod & Roll Classic Auto Show, August 17, 2013

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

Approved unanimously.

### PUBLIC HEARINGS-

1. Public hearing for the purpose of applying for a CDBG blight elimination grant from the MEDC.

City Manager Kevin P. Anderson gave a brief overview of the project.

Mayor Pro-Tem Leon D. Laylin opened a public hearing to receive comments from the public on the above mentioned project at 7:10 p.m.

Those in attendance were:

John Eby, representing the Dowagiac Daily News, no comment.

Kent Cox, 104 Spruce Street, no comment.

Ryan Amboy, representing Vineyard Apartments 508 Vineyard, no comment.

Martha Oliver, 416 Chestnut Street, no comment.

Junior Oliver, 416 Chestnut Street, favorable comments.

There being no further public comments, Mayor Pro-Tem Laylin closed the public hearing at 7:12 p.m.

DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Two

2. Public hearing regarding a bond issue for the Van Buren /Cass Community Health Properties building project.

Mayor Pro-Tem Leon D. Laylin opened a public hearing on the above mentioned project at 7:12 p.m.

Those speaking were:

Martha Oliver, 416 Chestnut St.

Junior Oliver, 416 Chestnut St.

There being no further public comments, Mayor Pro-Tem closed the public hearing at 7:13 p.m.

APPOINTMENT-

1. Housing Commission – Recommended by Mayor and offered by Mayor Pro-Tem:

Re-appoint Deb Rohdy for a term expiring August 2018.

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

Approved unanimously.

RESOLUTIONS-

1. Resolution to authorize the City Manager to apply for a CDBG application for a blight elimination grant from the MEDC.

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

CITY OF DOWAGIAC  
PART 1 APPLICATION FOR A  
COMMUNITY DEVELOPMENT BLOCK GRANT FOR  
BLIGHT ELIMINATION PROGRAM

**WHEREAS**, the City of Dowagiac desires to improve its employment, tax base and the overall quality of lives of its residents; and

**WHEREAS**, the City of Dowagiac will be submitting a Community Development Block Grant (CDBG) application in the amount of \$171,005.00 for Blight Elimination Program from the Michigan Economic Development Corporation; and

DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Three

**WHEREAS,** a potential proposed new development in the City is consistent with and meets the goals of the economic development plan for the community to create jobs as identified in our Comprehensive Plan and described in the Part 2 application; and

**WHEREAS,** the potential proposed project involves the rehabilitation of a blight property located at 115 and 117 South Front Street, Dowagiac, MI 49047 and the creation of jobs; and

**WHEREAS,** at least 51% of the beneficiaries of the proposed project will be low-moderate income persons; and

**WHEREAS,** no project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by the MEDC Project Manager.

**NOW, THEREFORE, BE IT RESOLVED** that Kevin P. Anderson, the Certifying Officer and the City Manager, shall execute the grant application including Part 2 application and all necessary documents in preparation for the submittal of said application and sign the grant agreement; and

**BE IT FURTHER RESOLVED** that the City of Dowagiac shall apply for a Community Development Block Grant (CDBG) application in the amount of \$171,005.00 for Blight Elimination from the MEDC.

ADOPTED unanimously.

2. Resolution to approve refinancing and improvements to the Van Buren/Cass Community Health Properties building project.

**CITY COUNCIL**

**CITY OF DOWAGIAC  
STATE OF MICHIGAN**

**RESOLUTION APPROVING REFINANCING AND IMPROVEMENTS TO  
VAN BUREN CASS COMMUNITY HEALTH PROPERTIES BUILDING PROJECT**

A regular meeting of the City Council of the City of Dowagiac, Michigan (the "City") was held in the City Council Chambers, 241 South Front Street, Dowagiac, Michigan, on August 12, 2013, at 7:00 o'clock p.m.

RECITALS

## DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Four

1. The City is located in the County of Cass, one of the constituent counties of the Van Buren/Cass District Health Department (the "Health Department"), a "district health department" formed by the constituent counties of Van Buren and Cass under Section 2415 of Act 368, PA 1978, as amended, for the purpose of providing essential health services to residents of those counties.

2. Van Buren Cass Community Health Properties, a Michigan nonprofit corporation (the "Issuer") issued its \$2,490,000 principal amount Limited Obligation Revenue Note (Dowagiac Health and Medical Office Building Project), dated April 12, 2006, which was subsequently amended and restated on June 27, 2007 to increase the principal amount thereof to \$2,822,000, and further amended on September 1, 2009 to adjust the formula for the calculation of interest thereon (as so amended and restated, the "Prior Note"), for the purpose of financing the construction of an approximately 20,081 square foot building located in the City, which is leased in its entirety by the Issuer to the Health Department, and sub-leased in part to Lee Memorial Hospital, a Michigan nonprofit corporation (the "Hospital"), all for the provision of essential public health care services for the residents of Cass and Van Buren Counties, being the constituent counties of the Health Department (the "Project").

3. The Prior Note was issued "on behalf of" the City, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), pursuant to Resolutions approved by the City Council (the "Prior Resolutions"), which specifically provided that the City has no financial responsibility whatsoever for payments due under the Prior Note, which was primarily payable from and secured by lease payments made by the Health Department to the Issuer.

4. Land owned by the Dowagiac-Union School District (the "School District") specifically described in EXHIBIT A hereto, was identified as a desirable site (the "Site") for the construction of the Project, and the School District conveyed the Site to the City, which in turn conveyed the Site to the Issuer, which is a subsidiary of Northern Health Foundation, a Michigan nonprofit corporation, for purposes of financing and developing the Project, subject to certain reversionary rights of the City.

5. Currently, approximately 3,478 square feet of the Project (excluding common areas) is occupied by the Health Department, and approximately 16,602 square feet of the Project (including common areas) is subleased by the Health Department to the Hospital.

6. The Prior Note has an outstanding principal amount of approximately \$2,250,000, currently bears interest at the rate of 4.0% per annum, subject to readjustments every three years, and has a final maturity date of April 1, 2028.

7. The refinancing of the indebtedness represented by the Prior Note is expected to reduce exposure to interest rate fluctuations and, based on prevailing interest rates on tax-exempt obligations with a final maturity date not later than April 1, 2028, after factoring in any prepayment penalty or premium and costs of refinancing, will result in reductions in debt service on an on-going basis, and help preserve the economic viability of the Project and its availability to provide critical health care and hospital related services to the residents of Cass and Van Buren Counties.

8. The Hospital has an urgent need to expand its existing leased space in the Project, and at the same time the Health Department has an urgent need to expand its facilities in the City beyond

## DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Five

the space it occupies in the Project; therefore, it is now proposed that (a) the Issuer will assist in the development of a new building in the City (the "New DHD Building") to which the Health Department will relocate, (b) Borgess Health, a Michigan nonprofit corporation of which the Hospital is a subsidiary entity ("Borgess Health"), will, on behalf of the Hospital, become the new master tenant of the entire Project, of which the space currently occupied by the Health Department will be subleased to the Health Department for a temporary period of approximately nine (9) months during the construction of the New DHD Building, and (c) following the relocation of the Health Department to the New DHD Building the space formerly occupied by the Health Department will be renovated and remodeled to conform to the Hospital's operational needs, at a currently estimated cost not exceeding \$400,000 (the "2013 Renovation Project"), for the provision of essential health care and hospital related services to be rendered by the Hospital (the Project and the 2013 Renovation Project are hereinafter collectively referred to as the "Renovated Project").

9. It is estimated by the Issuer that upon the final maturity of the 2013 Refunding Note (as described below), upon which date title to the Renovated Project shall revert to the City, (i) the fair market values of the Project and the 2013 Renovation Project will each be equal to at least 20% of the original cost of constructing the Project and the 2013 Renovation Project, calculated separately (determined without regard to any additions or any increase or decrease for inflation during the term of the Note), and (ii) the remaining useful lives of the Project and the 2013 Renovation Project will each be at least 20% of the original estimated useful lives of the Project and the 2013 Renovation Project, calculated separately.

10. It is therefore proposed that:

(i) the Issuer will issue one or more tax-exempt Limited Obligation Revenue and Revenue Refunding Notes on behalf of the City in an aggregate principal amount not to exceed \$2,775,000 (the "2013 Refunding Note"), having a final maturity date not later than April 1, 2028, and the proceeds of which will be used to acquire and construct the 2013 Renovation Project and to pay all outstanding principal of and accrued interest on the Prior Note, any applicable prepayment penalty or premium, and costs associated with issuance of the 2013 Refunding Note;

(ii) the Issuer will lease the Renovated Project in its entirety to Borgess Health for an initial term of ten (10) years, with an option to renew for a term ending April 1, 2028, pursuant to a new lease agreement between the Issuer and Borgess Health, the lease payments being fixed in amounts sufficient for the Issuer to pay the principal of and interest on the 2013 Refunding Note as such amounts become due, together with the Issuer's reasonable administrative expenses, but not in excess of the fair market rental value of the Renovated Project;

(iii) The Health Department will sublease from Borgess Health the space the Health Department currently occupies in the Project, for a temporary period of approximately nine (9) months, during which the New DHD Building is being constructed; and,

(iv) The 2013 Refunding Note will not constitute a debt or general obligation of the City, or constitute a charge against the general credit or taxing power of the City, but will be payable solely from lease payments received by the Issuer, as lessor of the Project, from Borgess Health.

## DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Six

11. Pursuant to Section 147(f) of the Code, the City Council has on this date held a public hearing concerning the issuance of the 2013 Refunding Note, and gave notice of such hearing in the form attached hereto as EXHIBIT E not less than fourteen (14) days before the date of such hearing by publication in a newspaper of general circulation in the City.

### RESOLUTIONS

The City Council (the "Council") adopts the following resolutions:

1. The health care and hospital related services provided by Borgess Health and the Hospital and other governmental or charitable organizations in need of medical and office facilities constitute an essential public purpose of benefit to the health and welfare of the residents of the City.

2. The Council reaffirms its approval of the nonprofit purposes and activities of the Issuer set forth in its Articles of Incorporation attached hereto as EXHIBIT D, including the development of the Renovated Project and the lease of the Renovated Project to Borgess Health, as described in the foregoing Recitals. The Issuer was incorporated by private, charitable public health interests, is not an agent or instrumentality of the City, and shall operate independently of any control by the City.

3. The Renovated Project and title to the Site shall continue to be subject to the provisions for reversion of title to the City set forth in the Prior Resolutions and the original deed conveying the Site from the City to the Issuer, as set forth in EXHIBIT B hereto. All references in said reversion provisions to the indebtedness represented by "the Note" or "the Bonds" shall be deemed to refer to the indebtedness represented by the 2013 Refunding Note following issuance of the 2013 Refunding Note and the prepayment of the Prior Note, and such refinancing shall not constitute an *event* giving rise to the reversion of title to the Site and the Renovated Project to the City.

4. The Council hereby authorizes the Mayor and the City Clerk to execute any and all instruments and agreements as may be required to effectuate the issuance of the 2013 Refunding Note upon the terms and provisions contained herein, including, without limitation, a Subordination Agreement subordinating the reversion rights of the City to the liens and claims of the holder of the 2013 Refunding Note (the "Noteholder") until the indebtedness represented by the 2013 Refunding Note issued on behalf of the of the City is paid in full.

5. The City approves of the issuance of the 2013 Refunding Note by the Issuer on behalf of the City in an aggregate principal amount not to exceed \$2,775,000, for the purposes of acquiring and constructing the Renovated Project, and paying all outstanding principal of and accrued interest on the Prior Note, any applicable prepayment penalty or premium, and costs associated with issuance of the 2013 Refunding Note, which 2013 Refunding Note shall be issued no later than six (6) months from the date hereof, which shall *have* a final maturity date not later than April 1, 2028 upon substantially the terms set forth in EXHIBIT C hereto. The City's approval of the issuance by the Issuer of the 2013 Refunding Note is only to the extent required in order for such debt obligation to be deemed to be issued "on behalf of" the City for purposes of Section 103 of the Code, and the regulations thereunder, and for no other purposes. The 2013 Refunding Note and interest thereon

DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Seven

shall be non-recourse obligations of the Issuer, payable solely from the lease payments from Borgess Health and other qualified health and human services organizations occupying the Renovated Project as tenants, if any, and secured by an assignment of such lease payments and a mortgage on the Site and Renovated Project. The 2013 Refunding Note shall never constitute a general obligation of the City within the meaning of any constitutional, statutory or charter provision or limitation and shall never constitute or give rise to a debt or liability of the City or a charge against the general credit or taxing power of the City. The City disclaims any financial responsibility for repayment of the 2013 Refunding Note, which is to be primarily secured by and payable from lease payments made by Borgess Health to the Issuer.

6. Upon retirement of the indebtedness represented by the 2013 Refunding Note, the City shall accept title to the Renovated Project and the property financed by the 2013 Refunding Note (including any additions to such property) from the Issuer pursuant to the City's rights of reversion set forth on EXHIBIT B hereto. The reversion of title of the Renovated Project to the City after the retirement of the 2013 Refunding Note, together with the use of the Site and the Project for the provision of essential health and human services in the City, shall be full consideration for conveyance of the Site by the City to the Issuer for the development of the Project.

7. The City hereby designates the 2013 Refunding Note in the maximum principal amount of \$2,775,000 as a "qualified tax-exempt obligation" for purposes of the deduction of interest expense by financial institutions under Section 265 of the Code. Such designation is based upon the reasonable expectation that the aggregate principal amount of the 2013 Refunding Note and all other tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code) which will be issued during calendar year 2013 by the City (including obligations of all other entities which issue obligations on behalf of the City and all subordinate entities of the City) will not in the aggregate exceed \$10,000,000.

8. The issuance of the 2013 Refunding Note is hereby approved pursuant to Section 147(f) of the Code.

9. All resolutions or parts of resolutions insofar as they conflict with the provisions of this resolution be and they are hereby rescinded.

YES:

NO:

ABSENT:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

3. Resolution to approve the Van Buren/Cass District Health Department Public Health building project.

DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Eight

**CITY COUNCIL**

**CITY OF DOWAGIAC  
STATE OF MICHIGAN**

**RESOLUTION APPROVING VAN BUREN/CASS DISTRICT HEALTH  
DEPARTMENT PUBLIC HEALTH BUILDING PROJECT**

A regular meeting of the City Council of the City of Dowagiac, Michigan (the "City") was held in the City Council Chambers, 241 South Front Street, Dowagiac, Michigan, on August 12, 2013, at 7:00 o'clock p.m.

RECITALS

1. The City is located in the County of Cass, one of the constituent counties of the Van Buren/Cass District Health Department (the "Health Department"), a "district health department" formed by the constituent counties of Van Buren and Cass under Section 2415 of Act 368, P.A. 1978, as amended, for the purpose of providing essential health services to residents of those counties.

2. The Health Department has an urgent need for an approximately, 6,150 square foot medical, dental and office facility and related fixtures for the provision of health care and human services to be rendered by the Health Department and other governmental units and qualified tax exempt charitable organizations for related purposes (the "Facility").

3. Land presently owned by the City specifically described in EXHIBIT A hereto has been identified as a desirable site (the "Site") for the Facility, and the City has indicated its willingness to convey the Site to Van Buren Cass Community Health Properties, a Michigan nonprofit corporation (the "Issuer"), for purposes of the development of a two-floor condominium building to be constructed by the Issuer, as developer, of which the entire second floor will be one condominium unit to be owned upon completion of construction by the Issuer, for lease to the Health Department as described herein (subject to certain reversionary rights of the City), which unit will constitute the Facility for all purposes of this Resolution, and of which the first floor will be developed as one or more condominium units to be acquired and owned by the City.

4. It is proposed that:

(i) The Site will be conveyed by the City to the Issuer for purposes of the development of the Project for no consideration (subject to the City's reversionary rights set forth herein);

(ii) The Issuer will issue tax-exempt obligations on behalf of the City in a principal amount not to exceed \$1,125,000 (the "Bonds"), the proceeds of which will be used for the acquisition and development of the Facility, and

(iii) The Issuer will lease the Facility to the Health Department for a term of up to twenty-one (21) years, the lease payments being fixed in amounts sufficient for the Issuer to pay the

## DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Nine

principal of and interest on the Bonds as such amounts become due, together with reasonable administrative expenses, and

(iv) The Bonds shall not constitute a debt or general obligation of the City, or constitute a charge against the general credit or taxing power of the City, but will be solely payable from lease payments received by The Issuer, as lessor of the Facility, from the Health Department.

### RESOLUTIONS

The City Council (the "Council") adopts the following resolutions:

1. The health care and human services provided by the Health Department and other governmental or charitable organizations in need of medical, dental and office facilities constitute an essential public purpose of benefit to the health and welfare of the residents of the City.

2. The Council approves the nonprofit purposes and activities of the Issuer, set forth in its Articles of Incorporation, attached hereto as EXHIBIT D, including the development of the Facility and the lease of the Facility to the Health Department for the purposes set forth in the Recitals for a term of up to twenty-one (21) years. The Issuer is incorporated by private nonprofit, charitable public health interests, is not an agent or instrumentality of the City, and shall operate independently of any control by the City.

3. The City shall convey title to the Site to the Issuer, subject to the provisions for reversion of title to the City as set forth in EXHIBIT B, and the Council hereby authorizes the Mayor and City Clerk to execute a deed and any other instruments as may be required to convey title to the Site to the Issuer.

4. The City Council hereby authorizes the Mayor and the City Clerk to execute a Subordination Agreement subordinating the rights of the City to the Facility to the claims of the holder of the Bonds (the "Bondholder") until the indebtedness represented by the Bonds issued on behalf of the City for the acquisition and development of the Facility are paid in full. The form and content of the Subordination Agreement to be executed and all related documents shall be subject to review and approval by City's legal counsel.

5. The City Council approves of the issuance of tax-exempt obligations of the Issuer on behalf of the City in a principal amount not to exceed \$1,125,000, for the purpose of financing the acquisition and development of the Facility, which Bonds shall be issued no later than six (6) months from the date hereof, upon substantially the terms set forth in EXHIBIT C hereto.

The City's approval of the issuance by the Issuer of the Bonds is only to the extent required in order for such debt obligations to be deemed to be issued "on behalf of" the City for purposes of Section 103 of the Internal Revenue Code of 1986, as amended, and, for no other purposes.

The Bonds and the interest thereon shall be non-recourse obligations of the Issuer, payable solely from the lease payments from the District Health Department and secured by the Facility and an assignment of such lease payments.

# DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Ten

The Bonds shall never constitute general obligations of the City within the meaning of any constitutional, statutory or charter provision or limitation, and shall never constitute or give rise to a debt or liability of the City or a charge against the general credit or taxing power of the City. The City disclaims any financial responsibility for repayment of the Bonds, which are to be primarily secured by lease payments made by the Health Department to the Issuer.

6. Upon retirement of the indebtedness represented by the Bonds, the City shall accept title to the Facility (including any other additions to the Facility) from the Issuer, pursuant to the City's rights set forth on EXHIBIT B hereto. The reversion of title to the Facility to the City after the retirement of the Bonds, together with the use of the Site and the Facility for the provision of essential health and human services in the City, shall be consideration for the conveyance of the Site by the City to the Issuer for the development of the Facility.

7. The City hereby designates the Bonds in the maximum principal amount of \$1,125,000 as "qualified tax-exempt obligations" for purposes of the deduction of interest expense by financial institutions under Section 265 of the Internal Revenue Code of 1986, as amended. Such designation is based upon the reasonable expectation that the aggregate principal amount of the Bonds and all other tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code) which will be issued during calendar year 2013 by the City (including obligations of all other entities which issue obligations on behalf of the City and all subordinate entities of the City) will not in the aggregate exceed \$10,000,000.

8. Upon the transfer of the title to the Facility to the City, the City shall at such time evaluate the lease of all or a portion of the Facility to the Health Department for its continued use as a health services facility, provided that the City shall have no obligation to enter into such a lease.

9. All resolutions or parts of resolutions insofar as they conflict with the provisions of this resolution be and they are hereby rescinded.

YES:

NO:

ABSENT:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

4. Resolution to set a public hearing regarding a proposed 425 Agreement with Pokagon Township.

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

DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Twelve

**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, August 26, 2013, at 7:00 p.m. in the Council Chambers of City Hall, at a regularly scheduled Council meeting, for the purposes of receiving public input on the proposed 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 unanimously.

5. Resolution to approve the Planning Commission's recommendation for a Farmland agreement in Pokagon Township.

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

**WHEREAS**, the City of Dowagiac has received an application for a Farmland Agreement from Terry and Ruth Ausra, 30550 Yaw Street, Dowagiac, Michigan for a 197-acre farm in Sections 3 and 10 of Pokagon Township (see attachment); and

**WHEREAS**, the proposed Farmland Agreement is in keeping with the City's Comprehensive Plan; and

**WHEREAS**, the applicant has requested that the Agreement run for twenty (20) years; and

DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Thirteen

**WHEREAS**, it has been the policy of the Dowagiac Planning Commission to recommend approval for ten (10) year periods only; and

**WHEREAS**, the Planning Commission has recommended that the City Council approve the Farmland Application submitted by Terry and Ruth Ausra for a ten (10) year period.

**NOW, THEREFORE, BE IT RESOLVED** that the Dowagiac City Council hereby approves the Farmland Application submitted by Terry and Ruth Ausra for a ten (10) year period.

**BE IT FURTHER RESOLVED** that the City Clerk be authorized and directed to submit this resolution to the Clerk of Pokagon Township.

ADOPTED unanimously.

6. Resolution to authorize an MDOT Project Authorization for the purchase of a DART bus.

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

**WHEREAS**, pursuant to a grant agreement between the Michigan Department of Transportation and the City of Dowagiac it is necessary for the City of Dowagiac to enter into a project authorization agreement for its local transportation program for the fiscal year 2013 Section 5311 Capital/Congestion Mitigation and Air Quality Improvement Program in order to receive State and Federal financial assistance.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize Transportation Coordinator Rozanne Scherr to execute the Project Authorization, FY 2013 Section 5311 Capital/Congestion Mitigation and Air Quality Improvement Program, attached hereto and by reference made a part hereof as required to receive financial assistance from the Michigan Department of Transportation, in accordance with Act 51; and

**BE IT FURTHER RESOLVED** that, for all public transportation matters, the Transportation Coordinator shall provide such information as deemed necessary by the State Transportation Commission or Department for its administration of Act 51 for fiscal year 2013.

ADOPTED unanimously.

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

DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013  
Page Fourteen

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

**WHEREAS**, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payrolls #22 and #23 for the period ending 8/8/13:

Invoices:	209,576.83
Payroll #22:	168,091.07
Payroll #23:	<u>156,272.69</u>
Total:	\$533,940.59

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

Invoices	Payroll	Total
<u>\$209,576.83</u>	<u>\$324,363.76</u>	<u>\$533,940.59</u>

ADOPTED on a roll call vote.

Ayes: Five (5) Dodd, Gross, Hunt, Laylin and Schuur

Nays: None (0)

Absent: One (1) Burling

Abstain: None (0)

**ORDINANCES-**

1. First reading of an ordinance to approve an agreement between the City and First Housing Corporation for a payment in lieu of taxes (PILOT) for acquiring and renovating the property known as Vineyard Place through the Michigan State Housing Development Authority (MSHDA).

**ORDINANCE NO. \_\_\_\_\_, 2013**

**ORDINANCE-----**

AN ORDINANCE TO AMEND A TAX EXEMPTION ORDINANCE FOR A SERVICE CHARGE IN LIEU OF TAXES PURSUANT TO THE PROVISIONS OF ACT NO 364 OF THE PUBLIC ACTS OF MICHIGAN ON 1966 (MCL 125.1401, et. seq., MSA 116.114(1), et. seq., AS AMENDED). TITLE I COMMUNITY DEVELOPMENT, ARTICLE V MULTIPLE

DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Fifteen

FAMILY DWELLING HOUSING TAX EXEMPTION, DELETION OF SECTION 30-100.111, ACKNOWLEDGEMENT, AND RENUMBERING SECTION 30-100.112 AS 30-100.111, EFFECTIVE DATE.

THE CITY OF DOWAGIAC ORDAINS:

**Sec. 30-100.109. Duration.**

This subdivision shall remain in effect and shall not terminate so long as the housing development remains subject to income and rent restrictions pursuant to Section 42 of the Internal Revenue Code of 1986, as amended; any Authority loan remains outstanding or unpaid or the Authority has any interest in the property, and provided that rehabilitation of the housing development commences within 15 months from the effective date of this subdivision.

**Sec. 30-100.110. Severability.**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of the Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

**Sec. 30-100.111. Effective date.**

This Ordinance shall take full force and effect immediately upon its publication in a newspaper of general circulation within the City of Dowagiac.

Section 2: That pursuant to the provisions of Chapter 1, Section 1.8 of the Dowagiac Charter and due to the length of this Ordinance, the Dowagiac City Clerk be and is hereby directed to forthwith cause posting and publication of this Ordinance on the bulletin board of the Dowagiac City Hall, the same being the usual place of posting for the actions of the City Council.

Moved by: Schuur

Seconded by: Dodd

RESOLUTIONS, Continued (CLOSED SESSION)

8. Resolution to adjourn to a closed session to meet with the City Manager and City Attorney to discuss negotiations related to the purchase of real property.

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

DOWAGIAC CITY COUNCIL MEETING

Monday August 12, 2013

Page Sixteen

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

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

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

ADOPTED on a roll call vote

Ayes: Five (5) Dodd, Gross, Hunt, Laylin and Schuur

Nays: None (0)

Absent: One (1) Burling

Abstain: None (0)

TIME: 7:28 p.m.

LATER 7:55 p.m.

Upon motion by Councilmember Dodd, and seconded by Councilmember Laylin, the Dowagiac City Council adjourned at 7:55 p.m.

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Leon D. Laylin, Mayor Pro-Tem

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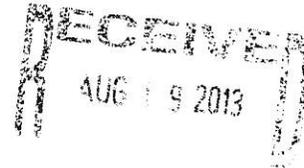
James E. Snow, City Clerk

Communication #1  
August 26, 2013

Optimist Club of Dowagiac

Michigan District

Club President, David R. Strlekar  
22278 Loupee Drive  
Cassopolis, MI 49031  
269-445-3402



Mayor Don Lyons  
And Dowagiac City Council Members  
241 S. Front St.  
Dowagiac, MI 49047

Dear Mayor and Council:

The Optimist Club of Dowagiac would like to hold its annual Halloween Parade on Saturday, October 26, 2013.

I am seeking permission from the City Council to:

- Hold the parade on Saturday, October 26.
- Start the parade at the Gazebo on Beeson St. at 10:00 am.
- To turn left onto Front St., continue past City Hall, and turn left at Park Place.
- Continue on Park Place, turn left on Depot Drive, and continue back to the Gazebo on Beeson St.
- Fellow Optimist and Chief of Police, Steve Grinnewald has approved the route.

We plan to give out awards for best costumes, and candy for all participants upon return to the Gazebo. The event will conclude by 11:30 am.

Sincerely,

A handwritten signature in black ink, appearing to read "David R. Strlekar". The signature is fluid and cursive, with the first name being the most prominent.

David R. Strlekar

Enclosed: Map - no map was enclosed

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

Name of Event: Halloween Parade  
Date(s) of Event: October 26, 2013  
Sponsoring Organization: Optimist Club of Dowagiac/Michigan District  
Contact Person(s): David Streklar, Club President  
Contact Person's Telephone: 445-3402

**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. I. Knoll* Date 8/20/13

**DEPARTMENT OF PUBLIC SERVICES:**

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

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

Signature *James Burford* Date 8-20-13

**DOWNTOWN DEVELOPMENT AUTHORITY:**

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

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

Signature *J. Ruppel* Date 8-22-13

## *CITY OF DOWAGIAC*

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

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

**DATE:** August 23, 2013

**SUBJECT:** Conditional Transfer of Property (425 Agreement) – Public Hearing

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At the last City Council meeting, Council called for a public hearing to be held August 26, 2013 regarding the request from Dan Levenson, who currently owns the property at 56271 M-51 South, for the City and Township to enter into a 425 Agreement that allows for the conditional transfer of property from the Township to the City. Mr. Levenson is requesting this transfer of property to better facilitate land splits, coordinate zoning, utilities connections and police protection for future development of the site.

Mr. Levenson is in negotiations for the sale of a portion of this property and is requesting this agreement to help facilitate that transaction. This request would essentially square off city boundaries in this area. 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.

There is a certain sequence of events that must take place before an agreement can take effect. They are as follows:

- Public hearing held by City Council – August 26, 2013.
- Public hearing held by Pokagon Township – September 11, 2013.
- Action on agreement by Pokagon Township – September 11, 2013.
- Action on agreement by City of Dowagiac – September 23, 2013.
- If there are no petitions of referendum, effective date of the agreement will be October 11, 2013.

Attached is a draft of the Contract for the Conditional Transfer of Property that both parties will be asked to take action at the appropriate board and Council meetings.

### RECOMMENDATION

Hold a public hearing on August 26, 2013 regarding the 425 Agreement with Pokagon Township for the property located at 56271 M-51 South.

Support Documents:

Cover Memo-City Mgr.  
Resolution  
Draft Agreement

DRAFT

**CONTRACT FOR THE CONDITIONAL TRANSFER OF PROPERTY**

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2013, 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 26<sup>th</sup> day of August, 2013, at 7:00 p.m. and the Township Board held a public hearing on the \_\_\_\_ day of \_\_\_\_\_, 2013 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 2012 tax day (December 31, 2012), the Township shall continue to bill and collect taxes on the Transferred Area for calendar year 2013 (tax day December 31, 2013) 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, 2013 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 23<sup>rd</sup> day of September, 2063, 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

\_\_\_\_\_

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

Witnesses:

TOWNSHIP OF POKAGON:

\_\_\_\_\_

\_\_\_\_\_  
Linda Preston, Its Supervisor

\_\_\_\_\_

\_\_\_\_\_  
Carrie Sandberg, Its Clerk

## EXHIBIT A

### LEGAL DESCRIPTION

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LAND SITUATED IN THE TOWNSHIP OF POKAGON, COUNTY OF CASS, STATE OF MICHIGAN,  
DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 2, TOWN 6 SOUTH, RANGE 16 WEST;  
THENCE N.88°58'58"W., 221.76 FEET; THENCE N.03°47'30"E., 699.53 FEET; THENCE S.88°23'30"W.,  
157.00 FEET; THENCE N.55°28'31"W., 231.31 FEET TO THE POINT OF BEGINNING; THENCE  
N.45°50'35"E., 167.99 FEET; THENCE N.44°09'05"W., 235.00 FEET TO THE CENTERLINE OF M-51  
SOUTH (66' WIDE); THENCE ALONG THE CENTERLINE OF SAID SOUTH M-51 S.45°50'35"W., 175.00  
FEET; THENCE S.44°09'05"E., 200.00 FEET; THENCE S.55°28'31"E., 35.69 FEET TO THE POINT OF  
BEGINNING.

PART OF TAX ID NO. 14-110-002-050-20

CONTAINING: 41,002.34 SQ. FT. OR 0.941 ACRES (GROSS-TO CENTERLINE OF ROAD)  
35,227.34 SQ. FT. OR 0.808 ACRES (NET-TO STATUTORY 33' R.O.W. LINE)

ADDRESS: 56271 M-51 SOUTH, DOWAGIAC, MICHIGAN 49047

BEING A PORTION OF LAND AS CONVEYED TO HEARTLAND VENTURES LLC, A MICHIGAN LIMITED  
LIABILITY COMPANY IN WARRANTY DEED RECORDED IN LIBER 904, PAGE 710, CASS COUNTY  
RECORDS AND DESCRIBED AS FOLLOWS:

PARCEL 1: COMMENCING NORTH 89°25' WEST 221.76 FEET, NORTH 3°47'30" EAST 669.53  
FEET, AND SOUTH 88°23'30" WEST 157.0 FEET FROM THE EAST 1/4 CORNER OF SECTION  
2, TOWN 6 SOUTH, RANGE 16 WEST, THENCE NORTH 1°25'30" WEST 148.0 FEET; THENCE  
NORTH 55°36'50" EAST 22.48 FEET; THENCE NORTH 44°9'5" WEST 356.92 FEET; THENCE  
SOUTH 45°50'35" WEST 175.0 FEET; THENCE SOUTH 44°9'5" EAST 200.0 FEET; THENCE  
SOUTH 55°29'15" EAST 267.05 FEET TO THE POINT OF BEGINNING.

*CITY OF DOWAGIAC*

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

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

**DATE:** August 23, 2013

**SUBJECT:** Appointment to Boards and Commissions

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

Dowagiac District Library Board

- ✓ Reappoint Teri Frantz for a term expiring September 2017.

From the City Manager:

BID AWARD - SKID LOADER

The Department of Public Services has tested and competitively priced skid loaders. This is a very valuable piece of equipment for a wide variety of construction projects, brush removal and snow removal throughout the city. It is anticipated that significant labor and fuel savings can be achieved by adding this type of equipment to our fleet. A report from the Department of Public Services Director, James Bradford is attached for your review that recommends the purchase of a Case skid loader from Ausra Equipment & Supply for a total cost of \$50,750.

Funding for the project is proposed as follows:

- 1) The purchase will be made using fund balance from the Motor Pool Fund.
- 2) The Motor Pool Fund will be replenished as follows:
  - a) \$28,000 will be transferred from various 2012-13 DPS line items that are expected to come in under budget.
  - b) \$13,000 will be transferred from three DPS line items from FY 2013-14.
  - c) A used trailer will be purchased, which will reduce the total cost.

RECOMMENDATION

I recommend that City Council approve the purchase of the Case skid loader from Ausra Equipment & Supply, Inc. with the funding plan as outlined above.

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



INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin P. Anderson  
City Manager

FROM: James D. Bradford  
Public Services Director *R*

DATE: August 14, 2013

RE: Skid Loader

As you are aware, we have discussed the possibility of purchasing a skid loader for use in the Streets, SLAUA, Indian Lake, Water, Sewer and Grounds Departments.

The purpose of a skid loader is to reduce costs to the City through less damage in sidewalk, driveway, and alley repairs. Our larger equipment, although fully capable of completing this work, is heavier, larger, and difficult to operate in confined areas and on road restorations. This unit could also be used for repairs in the limited road widths of the lake areas which we serve. It can be trailered to these locations which will reduce costs of wear and tear on our larger equipment.

The skid loader could also be used for removal of large piles of brush. Our current process involves three pieces of equipment – front-end loader, backhoe, and a dump truck. This requires a crew of three to operate the equipment. The use of a skid loader would eliminate both the front-end loader and backhoe and reduce by one the number of operators. This would allow additional work to be completed during brush pick up times.

I am also proposing use of the skid loader for clearing sidewalks downtown in the winter. It is smaller than our current pick-up snowplows and will allow better maneuvering in the downtown area and lessen the chance of damage.

We have had four skid loaders in for demonstration and use:

Caterpillar	\$46,764.00
Bobcat	\$44,057.20
John Deere	\$41,980.00
Case	\$41,750.00

The Case unit will adequately fill our needs and is from a local dealer, Ausra Equipment & Supply, Inc. Ausra Equipment representatives have advised me that we will be provided on-site service and, should the unit need to have major repairs, a stand-by unit will be provided to us for use.

The total cost for the Case, with attachments is as follows:

Case SU260	\$41,750.00
72" Brush / Grapple	\$ 5,000.00
Trailer	<u>\$ 4,000.00</u>
<b>TOTAL COST</b>	<b>\$50,750.00</b>

I am respectfully requesting your consideration for this purchase. Should you have any questions or need additional information, please do not hesitate to contact me.

JDB:sw

***CITY OF DOWAGIAC***

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

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

***DATE:*** August 23, 2013

***SUBJECT:*** Domestic And Sexual Abuse Services Contract

---

A resolution is on Monday's agenda to consider a contract with Domestic And Sexual Abuse Services (DASAS) of Three Rivers, Michigan to provide community funding for continuation of DASAS services. These services include emergency housing, crisis intervention, 24-hour telephone support, support groups in the community, prevention programming in the schools, victim outreach, and legal advocacy. Every time our police officers respond to a domestic abuse call, DASAS is notified and they respond immediately to counsel or, if necessary, provide safe shelter. Public Safety Director Steve Grinnwald reports that this service provides valuable support for the police department and recommends continuing with this agreement.

The proposed contract requests an amount equal to \$0.25 per resident based on a population of 5,786 representing a total allocation of \$1,446.50.

**RECOMMENDATION**

I recommend approving a contract with Domestic And Sexual Abuse Services to provide community funding for continuation of DASAS services.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Agreement

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

**WHEREAS,** the Domestic And Sexual Abuse Services (DASAS) provides emergency services, outreach, and advocacy for victims of domestic violence and sexual assault in Cass County and St. Joseph County; and,

**WHEREAS,** the DASAS relies upon community funding to support its operations and efforts;  
and,

**WHEREAS,** the City Council of Dowagiac endorses and supports the mission and objectives of the DASAS.

**NOW, THEREFORE, BE IT RESOLVED** that the Dowagiac City Council, by the affirmative vote of its City Council, does hereby approve the attached contract with the Domestic And Sexual Abuse Services to provide funding equal to \$0.25 per resident, based on a population of 5,786 representing a total allocation of \$1,446.50.

**BE IT FURTHER RESOLVED,** the Dowagiac City Council directs the Mayor and the City Clerk to be the authorized signatory for execution of the same.

ADOPTED/REJECTED

RECEIVED  
APR 29 2013  
BY: RMD  
\*no check included

AGREEMENT TO PROVIDE SERVICES

COPY

This agreement to provide services ("Agreement") is entered into on **April 1, 2013**, between the **City of Dowagiac** ("Governmental Agency") and Domestic and Sexual Abuse Services, 312 N. Main St., P.O. Box 402, Three Rivers, MI 49093 ("DASAS").

Recitals:

The parties acknowledge that the following recitals are accurate and incorporate them as integral provisions of this agreement.

A. DASAS is a nonprofit organization that provides emergency services for victims of domestic violence and sexual assault (and their children). These include emergency housing, crisis intervention, 24-hour telephone support, support groups in the community, prevention programming in the schools, victim outreach, and legal advocacy.

B. Governmental Agency desires to support the funding of DASAS's services.

Therefore, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. **General Terms:** DASAS agrees to provide the services provided in paragraph A of the Recitals section of this Agreement to the residents of the **City of Dowagiac**. Governmental agency agrees to contribute DASAS \$0.25 per resident, based on a population of **5786** representing a total allocation would be **\$1446.50**.
2. **Term of Agreement:** The term of this Agreement shall commence on **April 1, 2013**.
3. **Third Parties:** This Agreement is entered into for the benefit of the listed parties, and the general public. The parties agree that any claims under this Agreement against either of the parties from third parties shall be barred. This contract is entered into freely by the listed parties and DASAS will continue to provide services at no cost to clients, regardless of whether the governmental agency enters into this contract. A client is defined as anyone receiving services from DASAS.
4. **Entire Agreement:** This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior agreements.
5. **Modification:** Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties.
6. **Severability:** If any provisions of this Agreement are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force effect as if the illegal or unenforceable parts were deleted.
7. **Governing Law:** This Agreement shall be subject to and governed by the laws of the state of Michigan, and the parties consent to jurisdiction of the Michigan courts over this Agreement and over the parties in any proceeding to enforce this Agreement.
8. **Good Faith Cooperation:** The parties shall in good faith undertake all steps reasonably necessary to facilitate the transaction contemplated in this Agreement and to execute such documents reasonably necessary and customary to carry out the transaction.
9. **Attorney fees:** If any legal proceeding is brought under this Agreement by either party, the prevailing party shall be entitled to recover from the other party all costs in the subsequent litigation, including reasonable attorney fees.

The parties have executed this Agreement on the date and year first written above.

  
Thomas Bringman  
DASAS Board President

  
Kimberly Kramer  
DASAS Executive Director





Vendor # 734  
Acct # 101.301.801.00

# Domestic And Sexual Abuse Services

Empowering Victims, Supporting Survivors for Over 20 Years

P.O. Box 402  
Three Rivers, MI 49093

24 hour crisis line: 800-828-2023  
www.dasasmi.org

Phone: 269-273-6154  
Fax: 269-273-9465

August 9, 2013

City of Dowagiac  
241 S Front Street  
Dowagiac, MI 49047

Dear City of Dowagiac,

Thank you for your agreement to join with Domestic And Sexual Abuse Services to provide services to survivors of domestic and sexual violence in your city. We received your signed agreement on April 29, 2013. In the agreement it is stated that the estimated contribution for City of Dowagiac would be for a population of 5786 for a total allocation of \$1,446.50.

Although we have received your agreement, our records indicate that we have not received a contribution for said amount. We want to be sure our records are accurate. If you have sent a check for the above amount please provide that information to us so that we may research it. If you have not sent the agreed upon amount, could we ask you to forward that to us at your earliest convenience? Our fiscal year is approaching an end on September 30 and we wish to maintain an accurate accounting of contributions.

For your convenience we have included a copy of the agreement so that you may review it. Please feel free to contact me if you have any questions or comments at 269-273-6154 ext 101.

Thank you very much for your interest in serving the citizens of our counties by aiding DASAS in providing services to survivors and their families.

Respectfully,

*Rose Parshall*

Rose Parshall  
Director of Operations/Finance

Enclosure

Vendor #	734
Account #	101.301.801.00
Grant/Amounts	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Grant Related?	<input type="checkbox"/> WO/Proj. No.:
Notes	Sexual assault services
Division/Project Mgr. Approval	<i>[Signature]</i>
Dept. Head Approval	<i>[Signature]</i>

Annual Contract 4113-4114

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 #24 for the period ending 8/22/13:

Invoices: 731,160.03  
Payroll: 185,326.01  
Total: \$916,486.04

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

<u>Invoices</u>	<u>Payroll</u>	<u>Total</u>
\$731,160.03	\$185,326.01	\$916,486.04

ADOPTED/REJECTED

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk

Vendor	Invoice #	Description	Amount
ABSOPURE WATER COMPANY	54171689	H&C COOLER RENTAL-CH	8.00
ABSOPURE WATER COMPANY	54186275	ADMIN CHARGE-26461 NUBOUR	1.55
AIRGAS GREAT LAKES	9911909466	WELDING SUPPLIES	42.26
ALEXANDER CHEMICAL A CARUS COMPANY	SLS10007985	WTP CHEMICALS	887.00
ALEXANDER CHEMICAL A CARUS COMPANY	SCL10001702	WTP CHEMICALS DRUM CREDIT	(260.00)
ALEXANDER CHEMICAL A CARUS COMPANY	SLS10007986	WWTP CHEMICALS	1,360.00
ALEXANDER CHEMICAL A CARUS COMPANY	SCL10001703	DRUM DEPOSIT RETURN CREDIT	(350.00)
AMERAPLAN	9/13	AMERAPLAN ADMIN FEE	705.00
AMERICAN CEMETERY	002128881699	SUBSCRIPTION RENEWAL	49.00
AMERICAN ELECTRIC POWER	CDOW_201307_01	7/13 ENERGY	471,146.95
AMERICAN ELECTRIC POWER	04461935407	M-62 W LIFT STATION	36.27
AMERICAN ELECTRIC POWER	04950133613	CCWW-VANDALIA TOWER	24.45
ANDERSON, KEVIN	8/21/13	MILEAGE REIMBURSEMENT-238 MILES	57.12
AUTOMATED ENERGY, INC	18085	AMERIWOOD METER SUBSCRIPTION	105.00
BERRIEN COUNTY FARM BUREAU OIL CO	652243	#JD2155 TIRES/TUBES	214.00
BEST WAY, INC	023979	WWTP SLUDGE DISPOSAL	4,105.00
BLUE CROSS/BLUE SHIELD	9/13	HEALTH INSURANCE PREMIUM-9/13	49,569.88
BURCH, AMELIA	08/13/2013	UB refund for account: 08-2232-14	32.38
C WIMBERLY AUTOMOTIVE GROUP	45353	#101 TRAILER HITCH/BRACKET/ELEMENT	401.20
C WIMBERLY AUTOMOTIVE GROUP	45411	#330 ELEMENT KIT	29.43
CALDWELL, MARLIN	8/15/13	HOUSING INCENTIVE AWARD-103 E WAYNE	250.00
CANNON EQUIPMENT	35017	SALT SPREADER/HUB	153.68
CASS COUNTY ROAD COMMISSION	801021	23A GRAVEL	131.75
CASS COUNTY TREASURER	7/8/13	HOUSING PILOT PAYMENT	710.11
CHET NICHOLS, INC	372347	SELF ETCHING PRIMER	9.07
CMP DISTRIBUTORS, INC	38010	TACTICAL VEST	652.00
COMCAST	8771402380126332	INTERNET SERVICE-FD	69.90
COMMUNITY ANSWERING SERVICE	262808192013	DISPATCHING SERVICES	175.90
CONESTOGA-ROVERS & ASSOCIATES	412503	RHOADES MCKEE/DOWAGIAC LANDFILL	6,725.36
COX, KENNETH	8/18/13	REFUND-LITTER DEPOSIT-REUNION	52.00
CREATIVE VINYL SIGNS	25024	#105 VEHICLE NUMBERS	7.00
CREATIVE VINYL SIGNS	25154	LOUD STEREO SIGNS	59.40
CYCLE AND FITNESS	220000048286	BIKE REPAIR	67.96
DANIELS, DAVID & CATHY	8/15/13	HOUSING INCENTIVE AWARD-605 GREEN	150.00
DOMESTIC ASSAULT SHELTER COALITION	8/9/13	ANNUAL CONTRACT 4/13-4/14	1,446.50
DOUBLEDAY OFFICE PRODUCTS, INC	143067I	HAND WIPES	15.39
DOWAGIAC DISTRICT LIBRARY	7/8/13	HOUSING PILOT PAYMENT	80.93
DOWAGIAC MEN'S SOFTBALL LEAGUE	8/2/13	REFUND-MSL 2013 SEASON	4.88
DOWAGIAC UNION SCHOOLS	7/8/13	HOUSING PILOT PAYMENT	302.70
DOWAGIAC UNION SCHOOLS	201314-29	FUEL EXPENSES-JULY 2013	8,054.98
DUST BUSTERS	9/13	9/13 CLEANING SERVICES	1,725.00
EAU CLAIRE FRUIT EXCHANGE	28623	ROUND-UP	183.80
ELLISON, WILLIE	08/13/2013	UB refund for account: 11-2241-8	94.22
ELMER'S LOCKSMITH	6388	REPAIR DOOR LOCK	61.00
ETNA SUPPLY	S100818527.001	COPPERHORNS	663.13
FIA CARD SERVICES	0252	CREDIT-LOG MEIN	(59.95)
FIA CARD SERVICES	0252	ECON DEV	30.97
FIA CARD SERVICES	0252	K-9 MEDS	68.29
FIA CARD SERVICES	0252	CELL CAR CHARGER	17.13
FIA CARD SERVICES	0252	TABLET PROTECTIVE COVER	80.95
FIA CARD SERVICES	0252	DVD PLAYER	43.00
FIA CARD SERVICES	0252	LIFT STATION REPORTS	59.99
FIA CARD SERVICES	0252	LIFT STATION ALARMS	24.99
FIA CARD SERVICES	0252	LICENSE PLATE RENEWALS	39.78
FIA CARD SERVICES	0252	DATA PRODUCT	43.65

Vendor	Invoice #	Description	Amount
FIA CARD SERVICES	0252	FLAGS	192.75
FIA CARD SERVICES	0252	LICENSE PLATE RENEWALS	116.28
FIRST DUE FIRE SUPPLY COMPANY	13-2910	UNIFORMS	292.74
FLAMETAMER FIRE PROTECTION	14914	SCBA HYDRO-TEST	880.00
FLINT'S AUTO REPAIR	6/21/13	#102 EXHAUST MANIFOLDS/GASKET/BOLTS	308.00
FRAZIER, SUE	8/17/13	REFUND-LITTER/LIGHT DEPOSIT	63.00
FRONTIER	51700117650520115	CCWS DATA LINE 8/10-9/9	107.38
GARAGE DOORS PLUS MORE, INC	1054	GARAGE DOOR REPAIR-GROUNDS DEPT	161.06
GRAMES TIRE & BATTERY, INC	2260	#330 TIRES	256.68
GRANT, WILLIAM DAVID	8/8/13	MUSEUM CLEANING SERVICE JULY 2013	365.50
GRESHAM, VERNON	08/13/2013	UB refund for account: 14-2262-27	19.87
HACH COMPANY	8424817	WWTP LAB SUPPLIES	948.46
HALE'S HARDWARE, INC	C31239	APPLIANCE CORD	14.77
HALE'S HARDWARE, INC	B33649	CEMENT WELD KIT/ELBOWS/TEES	16.12
HALE'S HARDWARE, INC	D24786	WWTP SUB PUMP	130.95
HALE'S HARDWARE, INC	10084103	BATTERIES	16.99
HALE'S HARDWARE, INC	I1313	SHIPPING CHARGES/CHLORINE SYS PARTS	74.98
HALE'S HARDWARE, INC	C30556	ELECTRIC CORD END	3.68
HALE'S HARDWARE, INC	C30841	MOUSE TRAPS	12.59
HALE'S HARDWARE, INC	D22980	TORCH BLADE	18.42
HALE'S HARDWARE, INC	A5628	LUBRICANT/BULB/SAFETY HASP	24.22
HALE'S HARDWARE, INC	B32220	PLAY SAND	6.77
HALE'S HARDWARE, INC	B32219	LAMP STARTER/CONTACT CEMENT/GLUE/CLOCK	24.80
HALE'S HARDWARE, INC	C29973	GLUE/BRUSH SET/BATTERY/CLOCK	48.79
HALE'S HARDWARE, INC	C29977	SLUA-BALL VALVE/NIPPLE/ELBOW	46.90
HALE'S HARDWARE, INC	C28729	BATTERY CLIPS	12.00
HALE'S HARDWARE, INC	A5679	POWER STRIP	2.99
HALE'S HARDWARE, INC	A5507	FLASHLIGHT/PRIMER/TAPE/CEMENT	38.81
HALE'S HARDWARE, INC	10083913	PROJECTOR CABLE	14.99
HALE'S HARDWARE, INC	D24242	FERTILIZER	36.84
HALE'S HARDWARE, INC	C30478	GRIT EMERY CLOTH	7.75
HALE'S HARDWARE, INC	B32818	#11 HOSE MENDER/TIMER	21.32
HALE'S HARDWARE, INC	B32998	TOILET REPLACEMENT-MECHANIC BAY	106.49
HANSON BEVERAGE SERVICE	674176	DISTILLED WATER	40.50
HARBOR SPORTS & CYCLE	32866	HONDA GENERATOR REPAIR	297.77
HD SUPPLY POWER SOLUTIONS, LTD	2341467-00	SUBSTATION METERS	723.30
HERALD-PALLADIUM	60106717	COMBINED NOTICE	386.40
HODGE, PAUL W	08/13/2013	UB refund for account: 10-2119-2	48.50
IAPE	8/16/13	MEMBERSHIP APPLICATION-MURRAY	50.00
ITRON, INC	299002	QRTLTY SOFTWARE MTCE	880.17
IVENS, SELINA	08/13/2013	UB refund for account: 16-1549-6	80.23
J & H OIL COMPANY	9884101	CEMETERY GAS	718.00
J DOHENY SUPPLIES INC	A65941	#11 FITTINGS/SPLICER/BLADE/CABLE	496.17
JUDD LUMBER COMPANY, INC	2523586	TIE WIRE	9.58
JUDD LUMBER COMPANY, INC	2523575	POSTS	6.99
JUDD LUMBER COMPANY, INC	2523953	CONCRETE/TAPCON BITS	12.56
JUDD LUMBER COMPANY, INC	2524026	CHAIN/CEILING HOOK/KRYLON	20.06
JUDD LUMBER COMPANY, INC	2524033	NYLON CORD	3.50
JUDD LUMBER COMPANY, INC	2523843	PLYWOOD	136.00
JUDD LUMBER COMPANY, INC	2524017	PAINT/SPRAYER	63.97
JUDD LUMBER COMPANY, INC	2524227	STUDS	26.50
JUDD LUMBER COMPANY, INC	2524204	SCREWS/PLYWOOD/STUDS/BITS	172.22
JUDD LUMBER COMPANY, INC	2524226	KEYS	3.98
JUDD LUMBER COMPANY, INC	2524161	PLAY SAND	15.96
JUDD LUMBER COMPANY, INC	2524375	TREATED LUMBER	8.70

Vendor	Invoice #	Description	Amount
KLUG, PATRICIA	8/21/13	MILEAGE REIMBURSEMENT-16 MILES	9.04
KOONTZ-WAGNER CONST SERVICES LLC	13-59380	CHECK POWER FACTOR-2 SITES	816.00
KROEKER, TIMOTHY	08/13/2013	UB refund for account: 15-3059-2	26.57
LAGROW, CINDY	9/13	9/13 ECONOMIC DEVELOPMENT SERVICES	2,060.00
LEWIS CASS INTERMEDIATE SCHOOL	7/8/13	HOUSING PILOT PAYMENT	254.88
LEXIS NEXIS RISK SOLUTIONS, INC	639326	DRUG TEST-DART	39.50
LINDLEY, JANICE	8/15/13	HOUSING INCENTIVE AWARD-107 BISHOP	100.00
LOUNSBURY EXCAVATING, INC	8/5/13	RUSSOM PARK RENOVATIONS-PAY APP #1	93,475.13
MARTINS PAWMART	8/8/13	K-9 FOOD	39.69
MARTINS PAWMART	5/13/13	BALANCE DUE	3.00
MATTHEWS, DOUGLAS & ERNESTINE	8/15/13	HOUSING INCENTIVE AWARD-207 SHERWOOD	150.00
MI COMMUNITY ACTION AGENCY ASSOC	8/14/13	EU-MONTHLY PAYMENT ALLOCATION 8/13	11,408.42
MICHIANA FENCE	8/12/13	FENCE REPAIR @ TRANSFORMERS BY AUTOCAM	795.00
MICHIANA TRUCK CENTER	45687	#105 MIRROR ASSEMBLY	355.96
MICHIGAN MUNICIPAL LEAGUE	SEPT 17-20	CONVENTION REGISTRATIONS	1,745.00
MOOSE LAKE AGGREGATES	IVC2000098	PEASTONE	66.80
NASH SERVICES, INC	13259	#131 AIR DRYER/BRACKETS	575.45
NASH SERVICES, INC	13260	#103 REPLACE AIR DRYER	863.37
NICKERSON, TOBY J	08/13/2013	UB refund for account: 11-1589-21	52.70
NILES SHOCKERS BASEBALL CLUB	7/29/13	REFUND-LITTER DEPOSIT	52.00
O'BOYLE COWELL BLALOCK AND ASSOC	51010.03-12	RUSSOM PARK	1,355.03
OIL CAN ALLEY	29765	WIPER BLADES	24.95
OIL CAN ALLEY	29906	#1 OIL CHANGE	37.95
OLIVER, JUNIOR	8/15/13	HOUSING INCENTIVE AWARD-416 CHESTNUT	300.00
PAPANDREA, STEPHEN J	8/6/13	1" WATER METER-CCWS-312	222.00
PARAGON LABORATORIES, INC	42078-76407	WWTP NPDES TESTING	850.00
PARAGON LABORATORIES, INC	42078-76408	WWTP NPDES TESTING	250.00
PETOSKEY HOLIDAY INN	8/21/13	CONFIRMATION #38272952-BAZAN 10/3/13	78.75
PETTY CASH	8/16/13	POSTAGE	102.79
PETTY CASH	8/16/13	EVIDENCE LOCKERS	50.00
PIPESTONE SMALL ENGINE	8/8/13	14" & 16" CHAINS	90.00
POWER LINE SUPPLY, INC	5753238	PIN CROSSARMS	157.28
POWER LINE SUPPLY, INC	5754402	PRIMARY WIRE	4,733.46
POWER LINE SUPPLY, INC	5755134	FREIGHT CHARGES	514.07
POWER LINE SUPPLY, INC	5754899	SURGE ARRESTER BRACKET SWITCH	3,712.00
POWER LINE SUPPLY, INC	5754898	INSULATORS	272.60
POWER LINE SUPPLY, INC	5754900	100 AMP METER SOCKETS	363.96
POWERNET GLOBAL COMMUNICATIONS	29963994	LONG DISTANCE SERVICE 7/12-8/12	168.00
PRECISION DATA PRODUCTS	I0000386599	MULTI-MEDIA CABLES	277.86
PRECISION DATA PRODUCTS	I0000387215	A-V CABLES	32.11
PREFERRED PRINTING, INC	26015	EVENT POSTCARDS	105.00
PVS TECHNOLOGIES, INC	177379	WWTP FERROUS CHLORIDE	1,797.25
QUALIFICATION TARGETS, INC	21302402	TARGETS	47.57
REAL PRO SOLUTIONS, LLC	LM2061	MOWING-COMM PROPERTY-POKAGON ST	400.00
REAL PRO SOLUTIONS, LLC	LM2062	CODE MOWING-106 WILLARD	29.00
REAL PRO SOLUTIONS, LLC	LM2065	MOWING-IND PK R-O-W	1,200.00
REAL PRO SOLUTIONS, LLC	LM2066	MOWING-HUSTON PARK	29.00
REAL PRO SOLUTIONS, LLC	LM2056	CODE MOWINGS	174.00
REAL PRO SOLUTIONS, LLC	LM2057	BUSH TRIMMINGS	250.00
REAL PRO SOLUTIONS, LLC	LM2058	MOWING-407 S FRONT	43.50
REAL PRO SOLUTIONS, LLC	LM2050	CODE MOWING-309 N LOWE	29.00
REAL PRO SOLUTIONS, LLC	LM2059	CCWS-MOWING VANDALIA TOWER	70.00
REAL PRO SOLUTIONS, LLC	LM2060	CCWS-MOWING PENN PUMP HOUSES	75.00
REAL PRO SOLUTIONS, LLC	LM2063	WWTP LAGOON MOWING	595.00
REAL PRO SOLUTIONS, LLC	LM2064	MOWING SUBSTATIONS/RUDOLPHI TOWER	186.00

Vendor	Invoice #	Description	Amount
REAL PRO SOLUTIONS, LLC	PR272	REPAIR/REPLACE BATHROOM DOOR HANDLE-PD	100.00
RELIABLE DISPOSAL, INC #646	0646-000768000	DUMPSTERS/TRASH CART 8/13	466.60
REVILONAEJ	08/13/2013	UB refund for account: 06-0418-8	5.13
ROACH, RICHARD	08/13/2013	UB refund for account: 06-0891-7	65.55
SCHERER, JOE DBA LONELY PI	9/13	9/13 INT PMT ACCT 7508450033	6,174.53
SCHILLING'S WASH & WAX	7/31/13	CAR WASHES-PD	14.00
SEMCO ENERGY GAS COMPANY	0149080.500	GAS SERVICE 7/2/13-8/1/13	22.97
SEMCO ENERGY GAS COMPANY	0148809.501	GAS SERVICE 7/2/13-8/1/13	19.62
SEMCO ENERGY GAS COMPANY	0148902.500	GAS SERVICE 7/2/13-8/1/13	18.28
SEMCO ENERGY GAS COMPANY	0146763.501	GAS SERVICE 7/1/13-7/31/13	59.90
SEMCO ENERGY GAS COMPANY	0149138.502	GAS SERVICE 7/2/13-8/1/13	21.51
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SERVICE 6/28/13-7/30/13	18.28
SEMCO ENERGY GAS COMPANY	0147944.500	GAS SERVICE 7/1/13-7/31/13	18.28
SEMCO ENERGY GAS COMPANY	0149089.500	GAS SERVICE 7/2/13-8/1/13	18.96
SEMCO ENERGY GAS COMPANY	0149077.500	GAS SERVICE 7/2/13-8/1/13	22.31
SHELL OIL COMPANY	065260523308	JULY FUEL CHARGES	92.48
SISK, RON	8/15/13	HOUSING INCENTIVE AWARD-301 WILLARD	250.00
SMITH, LINETTA	08/13/2013	UB refund for account: 01-2671-6	185.83
SNAP-ON TOOLS	110772	CORDLESS SCREWDRIVER/LED LIGHT	195.00
SOLLOWAY, TIMOTHY	08/13/2013	UB refund for account: 15-2540-20	119.45
SOUTHWESTERN MICHIGAN COLLEGE	7/8/13	HOUSING PILOT PAYMENT	277.33
STATE OF MICHIGAN	ME-0200312	SALES & TAX-JULY 2013	14,977.24
STATE OF MICHIGAN-DEPT OF TREASURY	7/8/13	HOUSING PILOT PAYMENT	3,335.42
STATE OF MICHIGAN-ESSD-WTR TESTING	820882	CCWS WATER TESTING	182.00
STATE OF MICHIGAN-MDEQ	8/20/13	WWTP CERTIFICATION RENEWAL-CURTIS	95.00
SYMONDS MACHINE COMPANY	53439	EFFLUENT SCADA LINE	195.00
THE RIDGE COMPANY	522774	#1030LD HYD HOSE FITTINGS	49.49
THE RIDGE COMPANY	522864	TRANSFER PUMP	48.99
THE RIDGE COMPANY	523654	WIRE/SHOP TOWELS	154.45
THE RIDGE COMPANY	524331	OIL/ADHESIVE/LIGHT/THREAD	91.52
THE RIDGE COMPANY	524419	FUEL LINE DISCONNECT TOOL	18.69
TURF SERVICES	3199	BACKHOE/BORE-URD ELEC SVC-HAAS SYSTEMS	5,453.47
TURF SERVICES	32047	SOLENOID/DIAPHRAGM-IRRIGATION REPAIR-CH	38.50
UNDERWRITERS LABORATORIES, INC	203032	CCWS RADIOLOGICAL TESTING	280.00
UNUM LIFE INSURANCE CO OF AMERICA	8/13	LIFE INSURANCE-AUGUST	1,080.10
UNUM LIFE INSURANCE CO OF AMERICA	9/13	LIFE INSURANCE-SEPTEMBER	1,096.03
US 31 SUPPLY, INC	T259360	CONDUIT/FITTINGS	444.06
USA BLUEBOOK	116730	PLUMBING REPAIR PARTS	459.80
USA BLUEBOOK	119157	RETURN CORP STOP/NOZZLE	(187.95)
VANBUREN, GLENN	08/13/2013	UB refund for account: 16-4345-1	72.46
VANDERVRIES, EDWARD	9/13	9/13 ASSESSING SERVICES	1,775.00
VEOLIA ES TECHNICAL SOLUTIONS LLC	EW587719	EOP-LAMP/BATTERY RECYCLE PAKS	108.60
VERIZON WIRELESS	9708787697	MIFI CARD-ELECT DIV	38.01
VERIZON WIRELESS	9708796610	AMERIWOOD MODEMS	22.09
VERIZON WIRELESS	9708796585	DPS/CCDET TABLET	917.80
WEIST, JOSEPH	08/20/2013	UB refund for account: 04-0724-2	200.00
WISE CHOICE AUTOMOTIVE	3827	#330 EGR VLV/TURBOCHGR/REPROGRAM MODULE	1,582.71
Total:			731,160.03

*CITY OF DOWAGIAC*

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

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

**DATE:** August 23, 2013

**SUBJECT:** Amendment to Noise Ordinance – First Reading

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It has come to our attention that the fine for violation of this section of the Noise Ordinance does not match the fine in the Michigan State Traffic Code. This ordinance simply aligns the City Ordinance with the State Traffic Code.

RECOMMENDATION

Hold the first reading of the proposed ordinance revision and place them on the table for action at the September 9, 2013 City Council meeting.

Support Documents:  
Cover Memo-City Mgr.  
Ordinance

**ORDINANCE NO. \_\_\_\_\_, 2013**

**ORDINANCE-----**

AN ORDINANCE TO AMEND CHAPTER 38, “ENVIRONMENT”, ARTICLE II, NUISANCES, DIVISION 7, NOISE CONTROL, SECTION 39 112(a) OF THE DOWAGIAC CITY CODE.

THE CITY OF DOWAGIAC ORDAINS:

Section 1: That Chapter 38, “Environment”, Nuisances, Division 7, Noise Control, Section 38-112(a), be amended by its repeal and the adoption of a new Section 38-112(a) to read as follows:

Section 38-112(a): Any person convicted of a violation of any provision of section 38-111 shall be punished by a fine of not more than \$175.00 and costs of prosecution, or by imprisonment of not more than 90 days, or both. Each act or violation shall constitute a separate offense.

Section 2: This ordinance shall take full force and effect immediately upon its publication in a newspaper of general circulation within the City of Dowagiac.

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

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

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

**CITY OF DOWAGIAC**

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

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

**DATE:** August 23, 2013

**SUBJECT:** First Housing Corporation Ordinance–Vineyard Place–2<sup>nd</sup> Reading

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On August 12<sup>th</sup>, City Council reviewed this ordinance and made a motion that would allow the ordinance to be considered for adoption on September 9<sup>th</sup>. The City Clerk has duly noticed this ordinance pursuant to City Charter. No comments have been made to date.

For your convenience, I have copied the staff report from the prior meeting below:

*In January 2013 City Council approved an ordinance revision and agreement with First Housing Corporation so that they could move forward with funding from MSHDA for improvements to the property known as Vineyard Place Apartments. First Housing Corporation reports that they are in the last stages of financing and that MSHDA has additional language that needs to be in the ordinance so that the project can go forward.*

*The ordinance revision will have no impact on the payment in lieu of taxes (PILOT) or the additional service agreement for police services that were originally agreed to last January.*

**RECOMMENDATION**

Approve the second reading of the ordinance.

Support Documents:  
Cover Memo-City Mgr.  
Ordinance

ORDINANCE NO. \_\_\_\_\_, 2013

ORDINANCE-----

AN ORDINANCE TO **AMEND** A TAX EXEMPTION ORDINANCE FOR A SERVICE CHARGE IN LIEU OF TAXES PURSUANT TO THE PROVISIONS OF ACT NO 364 OF THE PUBLIC ACTS OF MICHIGAN ON 1966 (MCL 125.1401, et. seq., MSA 116.114(1), et. seq., AS AMENDED). TITLE I COMMUNITY DEVELOPMENT, ARTICLE V MULTIPLE FAMILY DWELLING HOUSING TAX EXEMPTION, **DELETION OF SECTION 30-100.111, ACKNOWLEDGEMENT, AND RENUMBERING SECTION 30-100.112 AS 30-100.111, EFFECTIVE DATE.**

THE CITY OF DOWAGIAC ORDAINS:

**Sec. 30-100.109. Duration.**

This subdivision shall remain in effect and shall not terminate so long as the housing development remains subject to income and rent restrictions pursuant to Section 42 of the Internal Revenue Code of 1986, as amended; any **Authority loan remains outstanding or unpaid or the Authority has any interest in the property**, and provided that rehabilitation of the housing development commences within ~~one year~~ **15 months** from the effective date of this subdivision.

**Sec. 30-100.110. Severability.**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of the Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

**~~Sec. 30-100.111. Acknowledgement.~~**

~~The City hereby acknowledges receipt of documentation from the Authority indicating that the Authority's participation with the Housing Development is limited solely to the allocation of tax credits under the LIHTC Program.~~

**Sec. 30-100.111. Effective date.**

This Ordinance shall take full force and effect immediately upon its publication in a newspaper of general circulation within the City of Dowagiac.

Section 2: That pursuant to the provisions of Chapter 1, Section 1.8 of the Dowagiac Charter and due to the length of this Ordinance, the Dowagiac City Clerk be and is hereby directed to forthwith cause posting and publication of this Ordinance on the bulletin board of the Dowagiac City Hall, the same being the usual place of posting for the actions of the City Council.

ADOPTED/REJECTED

Moved by:

Seconded by:

Ayes:

Nays:

Absent:

Abstain:

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Donald D. Lyons, Mayor

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James E. Snow, City Clerk