

REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, September 22, 2014, 7:00 p.m.

AGENDA

- CALL TO ORDER -Mayor Donald D. Lyons
- PLEDGE OF ALLEGIANCE TO THE FLAG -Mayor Donald D. Lyons
- ROLL CALL -Mayor Donald D. Lyons
-Mayor Pro-Tem Leon Laylin
-Councilmember Charles Burling
-Councilmember James Dodd
-Councilmember Randall Gross, Sr.
-Councilmember Lori Hunt
-Councilmember Bob Schuur
- APPROVAL OF MINUTES OF PREVIOUS MEETING – September 8, 2014
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- PUBLIC HEARING –
1. Public hearing to consider an application for an Industrial Facilities Tax (IFT) Exemption Certificate for Ameriwood Corporation.
 2. Public hearing to consider an application for an Industrial Facilities Tax (IFT) Exemption Certificate for Premier Tool and Die Cast.
- COMMUNICATIONS –
1. Borgess Lee-Memorial Tree of Love in Farr Park, November 24-December 31, 2014.
 2. Yeo & Yeo Engagement Letter for Audit Services.
- RESOLUTIONS –
1. Resolution to approve the Industrial Facilities Tax (IFT) application for Ameriwood Corporation.
 2. Resolution to approve the Industrial Facilities Tax (IFT) application for Premier Tool and Die Cast.
 3. Resolution to approve MERS Health Care Savings Program Participation Agreements for the POLC

Sergeant Union and the POLC Patrol Union.

4. Resolution to confirm special assessment roll against properties remaining delinquent in the payment of code enforcement expenses (grass /weeds) incurred by the City.
5. Resolution to confirm special assessment roll against properties remaining delinquent in the payment of code enforcement expenses (blight /boarding /miscellaneous) incurred by the City.
6. Resolution to confirm special assessment roll against properties remaining delinquent in the payment of utility bills due to the City.
7. Resolution to set a public hearing for Monday, October 13, 2014 at 7:00 p.m. for consideration of declaring the garage at 311 Grove Street a public nuisance property.
8. Resolution establishing Trick or Treat hours for October 31, 2014 from 6:00-7:00 pm.
9. Resolution to approve an agreement for professional services with SmithGroupJJR to conduct a planning study for areas in and around the downtown.
10. Resolution to approve an agreement for professional services with Wightman & Associates to develop conceptual park plans for Rudy Park and 101 Cass Avenue.
11. Resolution authorizing budget amendments through September 22, 2014.
12. Resolution to authorize and direct the City Treasurer to pay the following bills and payroll due: (Roll Call)

BILLS
\$619,405.68

PAYROLL (#)
\$172,696.85

TOTAL
\$792,102.53

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

RESOLUTIONS Continued–

13. Resolution to adjourn to a closed session to meet with the City Manager to discuss collective bargaining strategies between the City and IBEW Local #876. (Roll Call)

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

DOWAGIAC CITY COUNCIL MEETING

Monday, September 8, 2014

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

Mayor Lyons led the Pledge of Allegiance to the flag.

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

ABSENT: None.

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

Councilmember Dodd moved and Councilmember Laylin seconded that the minutes of the August 25, 2014 regular meeting be approved.

Approved unanimously.

COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
Richie Bacon, First Ward Resident

RESOLUTIONS

1. Resolution authorizing budget amendments through September 4, 2014.

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

WHEREAS, the City administration has reviewed the attached budgets for the 2013-14 fiscal year and the actual revenues and expenditures through September 4, 2014; and

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

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

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

ADOPTED unanimously.

DOWAGIAC CITY COUNCIL MEETING

Monday, September 8, 2014

Page Two

2. Resolution authorizing a consulting engineer's agreement with Prein & Newhof for land acquisition consultant costs associated with the west approach to the Dowagiac Municipal Airport.

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

WHEREAS, the City Council desires to enter into an Agreement for Professional Engineering Services relative to land acquisition of air rights for the west approach to runway at Dowagiac Municipal Airport, and;

WHEREAS, the engineering firm of Prein & Newhof has submitted such an agreement, and;

WHEREAS, the Michigan Department of Transportation has reviewed and approved said agreement.

NOW, THEREFORE BE IT RESOLVED that the Mayor be and hereby is authorized to execute any and all documents necessary and appropriate to effectuate said agreement.

ADOPTED unanimously.

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

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

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payrolls #24 for the period ending 8/21/14:

Invoices:	823,567.48
Payroll #24:	112,140.85
Total:	<u>\$935,708.33</u>

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>\$823,567.48</u>	<u>\$112,140.85</u>	<u>\$935,708.33</u>

DOWAGIAC CITY COUNCIL MEETING

Monday, September 8, 2014
Page Three

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: None (0)

Abstain: None (0)

COMMENTS FROM CITY OFFICIALS –

Upon motion by Councilmember Laylin and seconded by Councilmember Dodd, the Dowagiac City Council adjourned at 7:28 PM.

Donald D. Lyons, Mayor

Kevin P. Anderson, City Manager

420 West High Street
Dowagiac, MI 49047
(269) 782.8681

*Next Agenda
Communications*

BORGESS
Lee Memorial Hospital

September 10, 2014

Kevin Anderson
City Manager
P.O. Box 430
Dowagiac, MI 49047

Dear Kevin

Last year the City of Dowagiac was kind enough to allow Borgess-Lee Memorial Hospital the use of Farr Park and one of its beautiful pine trees for the Borgess Tree of Love campaign. The campaign was a huge success and more than \$9,000 was raised to provide needed mammography services for low-income, uninsured women within the community.

The Lee Memorial Foundation will soon be kicking off its 2014 Borgess Tree of Love campaign, and we again ask the City of Dowagiac for the use of Farr Park and the same pine tree. The use would be temporary, from the last week of November through December. Like in the past, the tree would be decorated with pink lights and a temporary banner 'skirt'. The hospital would be responsible for putting the tree lights and banner up and taking them down.

At 5:30 p.m. on Wednesday, Dec. 3, there will be a tree lighting program at the park. This program will be included as part of the Chamber of Commerce Christmas celebration.

Approximately 20 percent of the women who live in the Dowagiac area can't afford the insurance coverage or the money to get a potentially life-saving mammogram. The Borgess Tree of Love program will make mammography services available to these women at Borgess-Lee Memorial Hospital at no cost. We believe the use of the tree in Farr Park will again contribute greatly to the success of this program, and in turn, to the health of our community.

Thank you for consideration of this request.

Sincerely,



Dustin Isenhoff
Marketing
Borgess-Lee Memorial Hospital

cc: Sue Watson

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EVENTS APPROVAL FORM

Event: Borgess Lee-Memorial - Tree of Love in Farr Park
Date: Nov. 24 - Dec. 31, 2014 & Wed. Dec. 3, 5:30 p.m. tree lighting program
Sponsoring Organization: Borgess Lee-Memorial
Contact Person(s): Dustin Isenhoff
Contact Person's Telephone: 269.782.8681

CITY MANAGER:

Final Approval Denial

Comments: _____

Signature _____ Date _____

Department Heads:

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

DEPARTMENT OF PUBLIC SAFETY:

Approval Approval with conditions Denial

Comments: _____

Signature *St. L. Samuel* Date 9/18/14

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature *James Bradford* Date 9-14-14

FINANCE DEPARTMENT:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature _____ Date _____



September 11, 2014

Kevin Anderson, City Manager
City of Dowagiac
241 S. Front St.
PO Box 430
Dowagiac, MI 49047

Dear Kevin:

Enclosed is the engagement letter for City of Dowagiac for the year ending September 30, 2014. Generally Accepted Auditing Standards and Government Auditing Standards require that we communicate, during the planning stage of an audit, certain information to the City Council. This information includes the auditors' responsibilities in a financial statement audit, including our responsibilities for testing and reporting on compliance with laws and regulations and internal control over financial reporting, and the planned scope and timing of the audit. The engagement letter includes the items which must be communicated to the City Council.

Therefore, please make copies of the attached engagement letter and forward the copies to each member of the City Council.

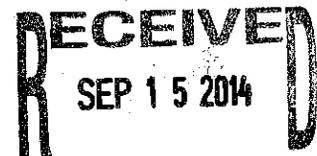
Please sign and return the enclosed copy of the attached engagement letter to us at your earliest convenience.

If you have any questions, please call me.

Sincerely,

Jamie L. Rivette, CPA
Yeo & Yeo, P.C.
CPAs and Business Consultants

Enclosures





September 12, 2014

City Council
City of Dowagiac
241 South Front Street
Dowagiac, MI 49047

We are pleased to confirm our understanding of the services we are to provide City of Dowagiac for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Dowagiac as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Dowagiac's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Dowagiac's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's discussion and analysis.
- Budgetary comparison schedules
- Other postemployment benefit (OPEB) information

We have also been engaged to report on supplementary information other than RSI that accompanies City of Dowagiac's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Non-major governmental funds combining statements
- Internal service combining statements
- Component unit combining statements
- Schedule of indebtedness
- D.A.R.T. fund schedules and statements

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Dowagiac and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Dowagiac is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

In conjunction with the audit, we will provide certain non-audit services, which will include:

- Assist in preparing financial statements, related notes and supplementary financial information
- Assist in preparing the entity-wide conversion

You agree to assume all management responsibilities for the non-audit services listed above, and any other non-audit services we provide; oversee the services by designating one or more individuals, preferably from senior management, who possess suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us, and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, grants, and for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles (U.S. GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with U.S. GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

You acknowledge that as a condition of our agreement to perform an audit, you agree to the best of your knowledge and belief to be truthful, accurate, and complete in the representations you make to us during the course of the audit and in the written representations provided to us at the completion of the audit.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from the government's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and

fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*:

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Dowagiac's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Dowagiac; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Yeo & Yeo, P. C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to State of Michigan or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Yeo & Yeo, P. C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Michigan. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jamie L. Rivette, CPA is the engagement principal and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately September 25, 2014 and to issue our reports no later than January 15, 2015.

Professional standards require us to be independent with respect to the Organization in the performance of our services. Any discussions that management has with personnel of Yeo & Yeo regarding employment could pose a threat to our independence. Therefore, we request that management inform the engagement principal prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement and for one year after its termination, solicit for hire as an employee, consultant or otherwise, any of the other party's personnel without such other party's express written consent. If the Organization desires to offer employment to a Yeo & Yeo employee and the employee is hired in any capacity by the Organization, a compensation placement fee of 25% of their salary may apply.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the fee charged by us, and paid by you, for the services set forth in this engagement letter.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$19,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes past due and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If additional time becomes necessary to complete your engagement, we will discuss the issues with you and arrive at a new fee estimate, which may or may not occur before we incur the additional time.

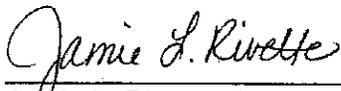
Our engagement will end upon delivery of your audited financial statements and our report thereon for the year set forth above. Any additional services that may be required will be part of a separate and new engagement. Should you wish to engage us to audit your financial statements for any other year, and should we accept such engagement, such engagement will be a separate and new engagement. A new engagement letter for any services beyond the scope of this engagement will govern the terms and conditions of the new engagement.

Page 7
City of Dowagiac
September 11, 2014

We appreciate the opportunity to be of service to City of Dowagiac and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Yeo & Yeo, P. C.
CPAs and Business Consultants



Jamie L. Rivette, CPA
Principal

Acknowledged:

City of Dowagiac

Kevin Anderson
City Manager

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 18, 2014

SUBJECT: Ameriwood IFT Application

Attached is a public hearing and a resolution for consideration of an application for Industrial Facilities Tax (IFT) Exemption for Ameriwood. As established at your August 25, 2014 meeting, the public hearing regarding this matter will be held first. All appropriate notices relating to this public hearing have been given.

The resolution is to approve the IFT application for an Industrial Facilities Tax Exemption Certificate Agreement between the City and Ameriwood. Under terms of the agreement, the City agrees to grant an IFT in exchange for real and personal property investment and job creation in the city by Ameriwood. The IFT application applies to real and personal property investments in the amount of \$1,640,000 for new equipment at their facility, which is located at 202 Spaulding Street.

City Council recently adopted a policy by which the amount of money invested, the total jobs created or retained, the local job component and the annual payroll would be taken into consideration when reviewing IFT applications. Ameriwood's application would make them eligible for a 12-year tax abatement. Years 7-12 of the abatement will require annual documentation that the original criterion continues to be met. This new investment will contribute approximately \$1,400 in new taxes for the City and an additional \$1,000 for other taxing entities per year.

The term of the abatement will be twelve (12) years for this real and personal property investment. This is consistent with the City's duly adopted economic development policy regarding Industrial Facilities Exemptions.

RECOMMENDATION

Approve the resolutions for Ameriwood's Industrial Facilities Exemption request.

Support Documents:

Cover Memo-City Mgr.

Resolutions

IFT Application

RESOLUTION FOR APPLICATION OF
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
FOR Ameriwood Furniture

Motion by _____, supported by _____
for the adoption of the following resolution.

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on September 22, 2014, by the Dowagiac City Council, a resolution established an Industrial Development District, as requested by Ameriwood Furniture; and

WHEREAS, Ameriwood Furniture has filed an application for an Industrial Facilities Exemption Certificate with respect to personal property improvements; and

WHEREAS, before acting on said application, the Dowagiac City Council held a hearing on Monday, September 22, 2014, at the City Hall, 241 S. Front Street, Dowagiac at 7:00 PM. at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of real property and installation of new machinery and equipment had not begun earlier than six (6) months before the date of the acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the real property and installation of equipment will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Dowagiac; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Dowagiac, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED BY the Dowagiac City Council that:

1. The City of Dowagiac finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Dowagiac, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Dowagiac.

2. The application of Ameriwood Furniture for an Industrial Facilities Exemption Certificate with respect to real property and new machinery and equipment on the following described parcel of real property situated within the an Industrial Development District is hereby approved.
3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force and effect for a period of twelve (12) years after completion.

YEAS:
NAYS:

RESOLUTION DECLARED ADOPTED.

City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Dowagiac, Cass County, Michigan, at a regular meeting held on September 22, 2014 for an Industrial Development District.

James E. Snow
City Clerk

PUBLIC NOTICE

The Dowagiac City Council will hold a public hearing on September 22, 2014 at 7:00 PM at the City Hall, for the purpose of considering an Industrial Development Facilities Exemption pursuant to Public Act 198 of 1975 for Ameriwood. Any comments on the hearing can be mailed or presented to the board by September 19, 2014 if you are unable to attend the meeting.

Ameriwood Furniture
Industrial Development District
Facilities Exemption Certificate Request

NAME OF COMPANY: Ameriwood Furniture

ADDRESS: 202 Spaulding Street, Dowagiac, MI 49047

PROJECT: To invest in real property and installation of new machinery and equipment to further the efficiency of the company to compete in a global economy.

EMPLOYEES: Creation of 10 jobs with Abatement Request

REQUEST: After a duly held public hearing on September 22, 2014 at 7:00 PM at the City Hall located at 241 S. Front Street, Dowagiac, MI 49047. Ameriwood Furniture respectfully requests the approval of the Facilities Exemption Certificate for a period of twelve (12) years.

CONTACT
Cynthia M. LaGrow
LaGrow Consulting
4981 Fikes Road
Coloma, MI 49038
(269)757-4433

nature	Project		For IFT	budget amount	amount requested	amount approved	amount spend	not used	remaining
19310	electrical upgrate	\$ 155,000	completed June 2014		\$ 154,880	\$ 154,880	\$ 150,820		\$ 4,060
19312	comp room air cond	\$ 40,000	in progress		\$ 39,330	\$ 39,330	\$ 18,665		\$ 20,665
	pole barn	\$ 60,000							\$ -
	Holzma saw	\$ 500,000							\$ -
	double sided bander	\$ 300,000		\$ 300,000					\$ -
	CNC machine	\$ 75,000		\$ 75,000					\$ -
	CNC machine	\$ 75,000		\$ 75,000					\$ -
	doucet feeder	\$ 25,000		\$ 25,000					\$ -
	auto part labeling	\$ 20,000		\$ 20,000					\$ -
	misc automation	\$ 50,000		\$ 50,000					\$ -
	visual verification drill	\$ 20,000		\$ 20,000					\$ -
	fork lift - 2	\$ 40,000		\$ 40,000					\$ -
	dust system repairs & capacity increase	\$ 50,000		\$ 50,000					\$ -
19316	roof repairs	\$ 40,000	completed July 2014	\$ 40,000	\$ 36,005	\$ 36,005	\$ 11,502		\$ 24,503
19314	parking lot	\$ 30,000	completed June 2014	\$ 30,000	\$ 21,376	\$ 21,376	\$ 20,376	\$ 1,000	\$ -
	ventilation equipment to air compressor dryer	\$ 25,000		\$ 25,000					\$ -
	railroad track repairs	\$ 20,000		\$ 20,000					\$ -
	repair/patch/paint boiler stack	\$ 20,000		\$ 20,000					\$ -
	plant air dryer	\$ 15,000		\$ 13,500					\$ -
	steam heaters	\$ 10,000		\$ 10,000					\$ -
19315	replace/repair fencing	\$ 10,000	in progress	\$ 10,000	\$ 5,150	\$ 5,150	\$ 2,075		\$ 3,075
	exterior painting of dust collection	\$ 10,000		\$ 10,000					\$ -
	video cameras	\$ 10,000		\$ 10,000					\$ -
	sound enclosure for molder	\$ 10,000		\$ 6,000					\$ -
	attendance system	\$ 25,000		\$ 25,000					\$ -
	bearing puller	\$ 5,000		\$ 5,000					\$ -

\$ 1,640,000

\$ 879,500 \$ 256,741

\$ 256,741 \$ 203,438

\$ 52,303

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

Signature of Clerk

Date Received

1a. Company Name (Applicant must be the occupant/operator of the facility) Ameriwood Furniture

1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 202 Spaulding Street, DOWAGIAC, MI 49047

1d. City/Township/Village (indicate which) DOWAGIAC

1e. County CASS

2. Type of Approval Requested

New (Sec. 2(4

3a. School District where facility is located 3b. School Code DOWAGIAC

4. Amount of years requested for exemption (1-12 Years) 12 years

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Ameriwood Furniture is a manufacturer of ready-to-assemble furniture.

6a. Cost of land and building improvements (excluding cost of land) \$130,000
6b. Cost of machinery, equipment, furniture and fixtures \$1,510,000
6c. Total Project Costs

* Attach list of improvements and associated costs.

* Also attach a copy of building permit if project has already begun.

* Attach itemized listing with month, day and year of beginning of installation, plus total

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

Real Property Improvements & Personal Property Improvements

June 1, 2014 to July 30, 2015

Personal Property is Owned

9. No. of existing jobs at this facility that will be retained as a result of this project. 110

10. No. of new jobs at this facility expected to create within 2 years of completion, 10 new jobs

12a. Check the type of District the facility is located in:

12b. Date district was established by local government unit (contact local unit)

12c. Is this application for a speculative building (Sec. 3(8))? NO

Date received by Local Unit

To be completed by Clerk of Local Government Unit

APPLICANT INFORMATION

All must be completed.

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. NO

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

- a. TV of Real Property (excluding land)
- b. TV of Personal Property (excluding inventory)
- c. Total TV

Industrial Development District Plant Rehabilitation District

Yes

Application Number Date Received by STC

APPLICANT CERTIFICATION - complete all.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted. It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Cynthia LaGrow 13b. Telephone Number 269-757-4433 13c. Fax Number 269-468-4998
13d. E-mail Address lagrowdc@sbcglobal.net
14a. Name of Contact Person Jim Kimminau 14b. Telephone Number 1-636-745-3351 14c. Fax Number 269-782-3333
14d. E-mail Address jimk@ameriwood.com

15a. Name of Company Officer (No Authorized Agents) _____ Jim Kimminau

15b. Signature of Company Officer (No Authorized Agents)

15d. Date

15e. Mailing Address (Street, City, State, ZIP Code) 202 Spaulding Street, Dowagiac, MI 49047

15f. Telephone Number

15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission.

Check items on file

at the Local Unit and those included with the submittal.

16. Action taken by local government unit 16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

Check or Indicate N/A if Not Applicable

1. Original Application plus attachments, and one complete copy
2. Resolution establishing district
3. Resolution approving/denying application.
4. Letter of Agreement (Signed by local unit and applicant)
5. Affidavit of Fees (Signed by local unit and applicant)
6. Building Permit for real improvements if project has already begun
7. Equipment List with dates of beginning of installation
8. Form 3222 (if applicable)
9. Speculative building resolution and affidavits (if applicable)

Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)

Denied (Include Resolution Denying)

After Completion Yes No

16a. Documents Required to be on file with the Local Unit

Check or Indicate N/A if Not Applicable

1. Notice to the public prior to hearing establishing a district.

- 2. Notice to taxing authorities of opportunity for a hearing.
- 3. List of taxing authorities notified for district and application action.
- 4. Lease Agreement showing applicants tax liability.

17. Name of Local Government Body 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are

on file at the local unit for inspection at any time.

19a. Signature of Clerk 19b. Name of Clerk 19c. E-mail Address

19d. Clerk's Mailing Address (Street, City, State, ZIP Code)

19e. Telephone Number 19f. Fax Number

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31

each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971**

LUCI Code Begin Date Real End Date Real End Date Personal

INDUSTRIAL FACILITIES EXEMPTION APPLICATION

AFFIDAVIT OF FEES

We do swear and affirm by our signatures below that “no payment of any kind in excess of the fee allowed, by PA Act 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application.”

City/Twp/Village CITY OF DOWAGIAC _____
Signed _____
Print Name _James Snow_____
Title _____ City Clerk _____
Dated _____

Applicant: Ameriwood Furniture _____
Signed _____
Print Name __Jim Kimminau_____
Title _____ Chief Financial Officer _____
Dated _____

INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF PROJECT DATES

I do swear and affirm by my signature below that the real and/or personal property project begin dates associated with the application for Industrial Facilities Tax Exemption under P.A. 198 of 1974, in the amount of \$130,000 for Real Property, and 1,510,000 New Equipment, Fixtures, filed with the City of Dowagiac, for a facility located in the City, are as follows:

Personal Property Project Begin
Date: June 1, 2014 _____

Applicant Name:
Ameriwood Furniture _____
Signature _____
Printed Name _____ Jim Kimminau _____
Title _____ Chief Financial Officer _____
Date _____

RE: Agreement with City of Dowagiac

Dear Mr. Snow,

Ameriwood Furniture (the Company) has submitted an application to you for the granting of an Industrial Facilities Exemption Certificate (IFEC) pursuant to Michigan Public Act 198, of 1974, as amended.

To encourage the granting of the IFEC and in recognition of the investment Ameriwood Furniture will be making toward the economic growth of the Company, and thus the economic growth of the municipality, I hereby agree on behalf of the Company to do the following:

1. No later than the 31st day of January immediately following the second, sixth, and final year after the December 31st effective date of the IFEC, the Company shall submit a letter to the municipality stating:
 - a. The number of new jobs stated as expected in the IFEC application within that two-year period and the actual number of new jobs created.
 - b. If IFEC was granted on the basis of job retention, the number of employees at the time of the application and the current number of employees.
 - c. If projection for creation or retention of jobs is not reached or maintained as given in the application, give an explanation.
 - d. Brief statement of status of the Company: Describe growth, if any, since IFEC issuance and, if no growth, provide an explanation.

Second Year Only:

- e. The estimated project cost given in the application and the actual project cost.
- f. If actual project cost differs more than 10% from estimated cost stated in application, give an explanation. The Company understands that if employment has not been retained or reached as expected in the application, or the construction and/or expansion of the facility has not been completed, or expenditures made as described in the application, the governing body of the municipality in which the Company is located may review the status of the Company's IFEC as outlined in the final paragraph of this Letter of Agreement.

2. The Company also understands that should unavoidable economic conditions require relocation of its facility, the company shall immediately notify the municipality.

By signatures of the representatives of both the Company and the municipality below, it is understood by all parties that both the Company's investment in the project and the municipality's investment through the granting of an IFEC is to encourage the economic growth of all. It is also acknowledged that certain economic conditions can, from time to time, prohibit the maintenance of the Company's targeted growth and in order to remain productive and competitive, cause changes within the Company. If such conditions exist at the time of the required reports, the governing body of the local municipality will carefully evaluate the Company's situation through discussions with the Company. Should the governing body deem further consideration of the IFEC necessary, the governing body shall provide the Company no less than 60 days notification of this further consideration in order to provide opportunity for appropriate Company response.

WITNESS

Ameriwood Furniture

By _____
Title _____
Date _____

WITNESS

**ACKNOWLEDGED BY
City of Dowagiac**

By _____
Title _____
Date _____

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 18, 2014

SUBJECT: Premier IFT Application

Attached is a public hearing and a resolution for consideration of an application for Industrial Facilities Tax (IFT) Exemption for Premier Tool & Die Corporation. As established at your August 25, 2014 meeting, the public hearing regarding this matter will be held first. All appropriate notices relating to this public hearing have been given.

The resolution is to approve the IFT application for an Industrial Facilities Tax Exemption Certificate Agreement between the City and Premier Tool & Die Corporation. Under terms of the agreement, the City agrees to grant an IFT in exchange for personal property investment and job creation in the city by Premier Tool & Die Corporation. The IFT application applies to personal property investments in the amount of \$520,678 for new equipment at their facility, which is located at 415 Paul Street.

City Council recently adopted a policy by which the amount of money invested, the total jobs created or retained, the local job component and the annual payroll would be taken into consideration when reviewing IFT applications. Premier Tool & Die Corporation's application would make them eligible for a 12-year tax abatement. Years 7-12 of the abatement will require annual documentation that the original criterion continues to be met. This new investment will contribute approximately \$1,800 in new taxes for the City and an additional \$1,200 for other taxing entities per year.

The term of the abatement will be twelve (12) years for this real and personal property investment. This is consistent with the City's duly adopted economic development policy regarding Industrial Facilities Exemptions.

RECOMMENDATION

Approve the resolutions for Premier Tool & Die Corporation's Industrial Facilities Exemption request.

Support Documents:

- Cover Memo-City Mgr.
- Resolutions
- IFT Application

RESOLUTION FOR APPLICATION OF
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
FOR Premier Tool and Die Cast

Motion by _____, supported by _____ for the adoption of the following resolution.

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on September 22, 2014, by the Dowagiac City Council, a resolution established Industrial Development District, as requested by Premier Tool and Die Cast; and

WHEREAS, Premier Tool and Die Cast has filed an application for an Industrial Facilities Exemption Certificate with respect to personal property improvements; and

WHEREAS, before acting on said application, the Dowagiac City Council held a hearing on Monday, September 22, 2014 at the City Hall, 241 S. Front Street, Dowagiac at 7:00 PM. at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, installation of new machinery and equipment had not begun earlier than six (6) months before the date of the acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the installation of equipment will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Dowagiac; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Dowagiac, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED BY the Dowagiac City Council that:

1. The City of Dowagiac finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Dowagiac, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Dowagiac.

2. The application of Premier Tool and Die Cast for an Industrial Facilities Exemption Certificate with respect to new machinery and equipment on the following described parcel of real property situated within the Industrial Development District is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force and effect for a period of twelve (12) years after completion.

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED.

City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Dowagiac, Cass County, Michigan, at a regular meeting held on September 22, 2014 for an Industrial Development District.

James E. Snow
City Clerk

PUBLIC NOTICE

The Dowagiac City Council will hold a public hearing on September 22, at 7:00 PM at the City Hall, for the purpose of considering an Industrial Development Facilities Exemption pursuant to Public Act 198 of 1975 for Premier Die Cast Co. Any comments on the hearing can be mailed or presented to the board by September 19, 2014 if you are unable to attend the meeting.

Premier Tool and Die Cast Corporation
Industrial Development District
Facilities Exemption Certificate Request

NAME OF COMPANY: Premier Tool and Die Cast

ADDRESS: 415 Paul Street, Dowagiac, MI 49047

PROJECT: To invest in a new machinery and equipment to further the efficiency of the company to compete in a global economy.

EMPLOYEES: Creation of 20 jobs with Abatement Request

REQUEST: After a duly held public hearing on September 22, 2014 at 7:00 PM at the City Hall located at 241 S. Front Street, Dowagiac, MI 49047. Premier Tool and Die Cast Corporation respectfully requests the approval of the Facilities Exemption Certificate for a period of twelve (12) years.

CONTACT

Cynthia M. LaGrow
LaGrow Consulting
4981 Fikes Road
Coloma, MI 49038
(269)757-4433

Real Property

Description of Improvement

Personal Property

Description of Equipment

SPINDLE FOR TC32B (B9)

(3) Doosan Puma 2100 Y CNC Lathes with (3) chip conveyors and (3) Part presence detection systems

(1) Doosan Lynx 220A Lathe with (1) Chip conveyor and (1) Part presence detection system

Cost	Estimated Install Date
------	---------------------------

Cost	Estimated Install Date
12,528.00	3/1/2014
381,112.50	
127,037.50	
520,678.00	

INDUSTRIAL FACILITIES EXEMPTION APPLICATION

AFFIDAVIT OF FEES

We do swear and affirm by our signatures below that “no payment of any kind in excess of the fee allowed, by PA Act 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application.”

City/Twp/Village CITY OF DOWAGIAC _____

Signed _____

Print Name _James Snow_____

Title _____ City Clerk _____

Dated _____

Applicant: Premier Tool and Die Cast _____

Signed _____

Print Name __Marcus Lee_____

Title _____ Chief Financial Officer _____

Dated _____

INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF PROJECT DATES

I do swear and affirm by my signature below that the real and/or personal property project begin dates associated with the application for Industrial Facilities Tax Exemption under P.A. 198 of 1974, in the amount of \$520,678.00 New Equipment, Fixtures, filed with the City of Dowagiac, for a facility located in the City, are as follows:

Personal Property Project Begin

Date: March 1, 2014 _____

Applicant Name:

Premier Tool and Die Cast _____

Signature _____

Printed Name _____ Marcus Lee _____

Title _____ Chief Financial Officer _____

Date _____

RE: Agreement with City of Dowagiac

Dear Mr. Snow,

Premier Tool and Die Cast (the Company) has submitted an application to you for the granting of an Industrial Facilities Exemption Certificate (IFEC) pursuant to Michigan Public Act 198, of 1974, as amended.

To encourage the granting of the IFEC and in recognition of the investment Premier Tool and Die Cast will be making toward the economic growth of the Company, and thus the economic growth of the municipality, I hereby agree on behalf of the Company to do the following:

1. No later than the 31st day of January immediately following the second, sixth, and final year after the December 31st effective date of the IFEC, the Company shall submit a letter to the municipality stating:
 - a. The number of new jobs stated as expected in the IFEC application within that two-year period and the actual number of new jobs created.
 - b. If IFEC was granted on the basis of job retention, the number of employees at the time of the application and the current number of employees.
 - c. If projection for creation or retention of jobs is not reached or maintained as given in the application, give an explanation.
 - d. Brief statement of status of the Company: Describe growth, if any, since IFEC issuance and, if no growth, provide an explanation.

Second Year Only:

- e. The estimated project cost given in the application and the actual project cost.
- f. If actual project cost differs more than 10% from estimated cost stated in application, give an explanation. The Company understands that if employment has not been retained or reached as expected in the application, or the construction and/or expansion of the facility has not been completed, or expenditures made as described in the application, the governing body of the municipality in which the Company is located may review the status of the Company's IFEC as outlined in the final paragraph of this Letter of Agreement.

2. The Company also understands that should unavoidable economic conditions require relocation of its facility, the company shall immediately notify the municipality.

By signatures of the representatives of both the Company and the municipality below, it is understood by all parties that both the Company's investment in the project and the municipality's investment through the granting of an IFEC is to encourage the economic growth of all. It is also acknowledged that certain economic conditions can, from time to time, prohibit the maintenance of the Company's targeted growth and in order to remain productive and competitive, cause changes within the Company. If such conditions exist at the time of the required reports, the governing body of the local municipality will carefully evaluate the Company's situation through discussions with the Company. Should the governing body deem further consideration of the IFEC necessary, the governing body shall provide the Company no less than 60 days notification of this further consideration in order to provide opportunity for appropriate Company response.

WITNESS

Premier Tool and Die Cast

By _____
Title _____
Date _____

WITNESS

**ACKNOWLEDGED BY
City of Dowagiac**

By _____
Title _____
Date _____

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

Signature of Clerk

Date Received

1a. Company Name (Applicant must be the occupant/operator of the facility) Premier Tool and Die Cast

1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 415 Paul Street, DOWAGIAC, MI 49047

1d. City/Township/Village (indicate which) DOWAGIAC

1e. County CASS

2. Type of Approval Requested
New (Sec. 2(4))

3a. School District where facility is located 3b. School Code DOWAGIAC

4. Amount of years requested for exemption (1-12 Years) 12 years

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Premier Tool and Die Cast is a manufacturer of aluminum and zinc die cast parts for the automotive industry, medical equipment, composite, aerospace, heavy equipment industries.

6a. Cost of land and building improvements (excluding cost of land)

6b. Cost of machinery, equipment, furniture and fixtures

\$520,678

6c. Total Project Costs

* Attach list of improvements and associated costs.

* Also attach a copy of building permit if project has already begun.

* Attach itemized listing with month, day and year of beginning of installation, plus total

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the

certificate unless otherwise approved by the STC.

Real Property Improvements

Personal Property Improvements

March 1, 2014 to July 30, 2014

Personal Property is Owned

9. No. of existing jobs at this facility that will be retained as a result of this project. 60

10. No. of new jobs at this facility expected to create within 2 years of completion. 20 new jobs

12a. Check the type of District the facility is located in:

12b. Date district was established by local government unit (contact local unit) 12c. Is this application for a speculative building (Sec. 3(8))? NO

☐ Date received by Local Unit

To be completed by Clerk of Local Government Unit

APPLICANT INFORMATION

All must be completed.

☐ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of

Commitment to receive this exemption. Yes No

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and

obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)

b. TV of Personal Property (excluding inventory)

c. Total TV

Industrial Development District Plant Rehabilitation District

Yes

☐ Application Number ☐ Date Received by STC

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted. It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Cynthia LaGrow 13b. Telephone Number 269-757-4433 13c. Fax Number 269-468-4998

13d. E-mail Address lagrowdc@sbcglobal.net

14a. Name of Contact Person Marcus Lee 14b. Telephone Number 269-782-3030 14c. Fax Number 269-782-3030

14d. E-mail Address mlee@premier.com

☐ 15a. Name of Company Officer (No Authorized Agents) _____ MARCUS LEE

15b. Signature of Company Officer (No Authorized Agents) 15d. Date

☐ 15e. Mailing Address (Street, City, State, ZIP Code) 15f. Telephone Number 15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission.

Check items on file

at the Local Unit and those included with the submittal.

☐ 16. Action taken by local government unit 16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

Check or Indicate N/A if Not Applicable

1. Original Application plus attachments, and one complete copy
2. Resolution establishing district
3. Resolution approving/denying application.
4. Letter of Agreement (Signed by local unit and applicant)
5. Affidavit of Fees (Signed by local unit and applicant)
6. Building Permit for real improvements if project has already begun
7. Equipment List with dates of beginning of installation
8. Form 3222 (if applicable)
9. Speculative building resolution and affidavits (if applicable)

Abatement Approved for _____ Yrs Real (1-12); _____ Yrs Pers (1-12)

Denied (Include Resolution Denying)

After Completion Yes No

16a. Documents Required to be on file with the Local Unit

Check or Indicate N/A if Not Applicable

1. Notice to the public prior to hearing establishing a district.
2. Notice to taxing authorities of opportunity for a hearing.
3. List of taxing authorities notified for district and application action.
4. Lease Agreement showing applicants tax liability.

17. Name of Local Government Body ☐ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are

on file at the local unit for inspection at any time.

19a. Signature of Clerk 19b. Name of Clerk 19c. E-mail Address

19d. Clerk's Mailing Address (Street, City, State, ZIP Code)

19e. Telephone Number 19f. Fax Number

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31

each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission

Michigan Department of Treasury

P.O. Box 30471

Lansing, MI 48909-7971

LUCI Code Begin Date Real End Date Real End Date Personal

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 18, 2014

SUBJECT: Health Care Savings Plan Amendment

On August 25, 2014, City Council approved the Police Officer's Labor Council (POLC) collective bargaining agreements between the Sergeants and Patrol Officer. As part of the collective bargaining process, City administration and members of the Police Officers Labor Council negotiated a post-employment MERS Health Care Savings Program (HCSP) in lieu of retiree medical benefits for POLC members retiring from active employment with the City as an eligible member of the MERS retirement plan.

This change in the collective bargaining agreement requires completion and council approval of Participation Agreements with the MERS Health Care Savings Program. I have attached two (2) participation agreements for both the Sergeants and the Patrol Officers for your review and adoption.

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

RECOMMENDATION

Adopt and approve the Health Care Savings Program Participation Agreements for Sergeant and Patrol Officer POLC members.

Support Documents:
Cover Memo-City Mgr.
Resolution
Participation Agreements

MERS Health Care Savings Program Participation Agreement



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

www.mersofmich.com

I. PARTICIPATING EMPLOYER

Employer Name: _____
(Name of municipality or court)

Municipality Number: _____ **Division Number:** _____

II. EFFECTIVE DATE

1. If this is the initial Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of the program here adopted shall be:

(Date)

2. If this is an amendment and restatement of an existing Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of this amendment and restatement shall be effective: _____

(Date)

This Participation Agreement is intended to replace and serve as an amendment of the Employer's preexisting program, which was originally effective: _____
(Date)

III. COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units or personnel/ employee classifications ("Covered Group"), in Health Care Savings Program. **Contributions shall be made on the same basis within each Covered Group identified by this agreement, and remitted as directed by the Program Administrator.** If the Employer has varying coverage or contribution structures between groups, a separate agreement will need to be completed for each covered group. This agreement encompasses the following group(s):

(Name/s of HCSP covered group/s)

IV. ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program. Subject to other conditions in the Trust Document and this Participation Agreement, the following Covered Group of Employees are deemed to be "qualified persons" eligible to participate in the Health Care Savings Program:

Check one or both:

- With respect to Covered Groups, this Participation Agreement covers all employees who are in a collective bargaining unit, subject to the terms of the collective bargaining agreement.
- With respect to Covered Groups, this Participation Agreement covers all employees who are subject to the same personnel policy, according to the terms of the policy.

MERS Health Care Savings Program Participation Agreement

REINSTATEMENT OF FORFEITURES. If a Participant experiences Forfeiture, but is re-employed by the same employer within a defined period assets may be reinstated to the Participant's HCSP account.

Check only one:

- Yes, reinstate all Forfeitures for participants re-employed within _____ period.
(Time period)
- No, do not reinstate Forfeitures.

- B. Mandatory Salary Reduction (Before-Tax) Contributions.** Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (specify):

- C. Mandatory Leave Conversion (Before-Tax) Contributions.** Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. *(Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.)*

Check one or more:

- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

MERS Health Care Savings Program Participation Agreement

Post-Tax Employee Contributions. Post-tax Employee Contributions made by Eligible Employees within the Covered Group(s) shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

VI. MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Agreement and Plan Document have been implemented.

VII. STATE LAW

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

VIII. TERMINATION OF THE PARTICIPATION AGREEMENT

This Participation Agreement may be terminated only in accordance with the Trust Agreement.

IX. EXECUTION BY GOVERNING BODY OF MUNICIPALITY

The foregoing Participation Agreement is hereby adopted and approved on

the ____ day of _____, 20____ at the official meeting held

by _____.

(Name of approving employer)

Authorized Signature: _____

Title: _____

Witness Signature: _____

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

Dated: _____, 20____

(Authorized MERS signatory)

MERS Health Care Savings Program Participation Agreement



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

www.mersofmich.com

I. PARTICIPATING EMPLOYER

Employer Name: _____
(Name of municipality or court)

Municipality Number: _____ **Division Number:** _____

II. EFFECTIVE DATE

1. If this is the initial Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of the program here adopted shall be:

(Date)

2. If this is an amendment and restatement of an existing Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of this amendment and restatement shall be effective: _____

(Date)

This Participation Agreement is intended to replace and serve as an amendment of the Employer's preexisting program, which was originally effective: _____

(Date)

III. COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units or personnel/ employee classifications ("Covered Group"), in Health Care Savings Program. **Contributions shall be made on the same basis within each Covered Group identified by this agreement, and remitted as directed by the Program Administrator.** If the Employer has varying coverage or contribution structures between groups, a separate agreement will need to be completed for each covered group. This agreement encompasses the following group(s):

(Name/s of HCSP covered group/s)

IV. ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program. Subject to other conditions in the Trust Document and this Participation Agreement, the following Covered Group of Employees are deemed to be "qualified persons" eligible to participate in the Health Care Savings Program:

Check one or both:

With respect to Covered Groups, this Participation Agreement covers all employees who are in a collective bargaining unit, subject to the terms of the collective bargaining agreement.

With respect to Covered Groups, this Participation Agreement covers all employees who are subject to the same personnel policy, according to the terms of the policy.

MERS Health Care Savings Program Participation Agreement

REINSTATEMENT OF FORFEITURES. If a Participant experiences Forfeiture, but is re-employed by the same employer within a defined period assets may be reinstated to the Participant's HCSP account.

Check only one:

- Yes, reinstate all Forfeitures for participants re-employed within _____ period.
(Time period)
- No, do not reinstate Forfeitures.

- B. Mandatory Salary Reduction (Before-Tax) Contributions.** Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (specify):

- C. Mandatory Leave Conversion (Before-Tax) Contributions.** Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. *(Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.)*

Check one or more:

- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

MERS Health Care Savings Program Participation Agreement

Post-Tax Employee Contributions. Post-tax Employee Contributions made by Eligible Employees within the Covered Group(s) shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

VI. MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Agreement and Plan Document have been implemented.

VII. STATE LAW

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

VIII. TERMINATION OF THE PARTICIPATION AGREEMENT

This Participation Agreement may be terminated only in accordance with the Trust Agreement.

IX. EXECUTION BY GOVERNING BODY OF MUNICIPALITY

The foregoing Participation Agreement is hereby adopted and approved on

the ____ day of _____, 20____ at the official meeting held

by _____.

(Name of approving employer)

Authorized Signature: _____

Title: _____

Witness Signature: _____

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

Dated: _____, 20____

(Authorized MERS signatory)

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

WHEREAS, the City of Dowagiac approved participation in the Michigan Employees' Retirement System Health Care Savings Program on May 9, 2005, and;

WHEREAS, members of the Police Officers Labor Council have negotiated an amendment to the health Care Savings Program for both the Sergeants and the Patrol Officers Collective Bargaining Agreements, and;

WHEREAS, amendments to the Health Care Savings Program require formal approval by City Council;

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, authorizes the City Manager to sign the amended participation agreement with the Michigan Employees' Retirement System effective October 1, 2014.

ADOPTED/REJECTED

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

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

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

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

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

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

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

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

ADOPTED/REJECTED

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

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

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

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

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

WHEREAS, this bill had not been paid; and

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

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

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

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

ADOPTED/REJECTED

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 22, 2014

SUBJECT: Building Department Special Assessments

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

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

RECOMMENDATION

Approve the resolution for the purpose of levying special assessments.

Support Documents:

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



INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin Anderson
City Manager

FROM: Deborah Merrill
Customer Service Supervisor

DATE: September 17, 2014

RE: Utility Department Special Assessment for 11/01/13 through 04/30/14

The attached resolution for the October 13, 2014 City Council agenda is for the purpose of levying utility customer special assessments upon private properties:

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

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

enc. Resolution with appendix

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

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

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

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

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

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

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

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

ADOPTED/REJECTED

Winter 2014 Assessments

Parcel Number	Account #	Service Address	End Bil Date	Balance
14-160-100-166-00	14-1641-4	413 MICHIGAN AVE	12/13/2013	653.05
14-160-100-325-00	01-2481-7	205 THICKSTUN ST	02/20/2014	66.79
14-160-100-346-00	01-2148-2	218 ANDREWS ST	02/06/2014	155.30
14-160-100-347-00	01-2168-2	103 CORA ST	03/10/2014	815.88
14-160-100-540-00	02-0262-2	209 JEFFERSON ST	11/05/2013	407.94
14-160-100-602-00	02-1003-3	405 FIRST AVE	04/29/2014	259.84
14-160-100-729-00	01-0524-6	203 POKAGON ST	11/01/2013	60.61
14-160-200-007-00	14-2286-3	108 MICHIGAN AVE	02/12/2014	49.63
14-160-200-008-00	14-2262-27	106 MICHIGAN AVE *2	03/31/2014	67.47
14-160-200-056-00	15-2651-4	105 COMMERCIAL ST 1	12/02/2013	263.63
14-160-200-111-00	08-1571-8	724 N FRONT ST	02/04/2014	799.01
14-160-200-360-00	10-3025-10	307 ORCHARD ST 1	02/07/2014	52.03
14-160-200-483-00	09-0283-2	315 W TELEGRAPH ST	12/02/2013	64.92
14-160-200-539-00	09-2730-8	603 ORCHARD ST	02/10/2014	347.81
14-160-200-916-00	11-1709-13	315 N LOWE ST *36	04/15/2014	155.69
14-160-300-086-10	16-1896-23	550 RIVERSIDE DR *4	11/04/2013	10.95
14-160-300-089-00	16-1551-11	500 HILL ST 4	04/30/2014	358.62
14-160-300-176-00	05-2546-9	115 N MILL ST	12/13/2013	40.88
14-160-300-204-00	04-2944-7	615 MCCLEARY ST	04/28/2014	452.08
14-160-300-262-00	04-1524-17	710 MARYS ST	03/20/2014	195.59
14-160-300-441-00	04-1054-4	213 DEWEY ST	03/07/2014	713.32
14-160-300-477-00	04-0724-2	302 DEWEY ST	03/20/2014	100.87
14-160-300-606-00	06-2498-17	314 OAK ST C	02/19/2014	276.07
14-160-300-645-00	06-2659-8	305 E TELEGRAPH ST	04/07/2014	3,627.57
14-160-300-655-00	06-1794-7	308 E PRAIRIE RONDE ST	04/25/2014	51.75
14-160-300-735-00	03-1903-7	404 KEENE AVE	04/08/2014	55.14
14-160-300-821-00	05-1758-14	204 HAINES ST	04/14/2014	452.92
14-160-300-842-00	03-3369-3	407 E DIVISION ST	04/29/2014	2,017.72
14-160-321-001-00	16-7000-5	101 N VILLAMERE DR	04/04/2014	47.46
				\$13,033.21
Highlighted cells contain multiple accounts				

INTRA-DEPARTMENTAL COMMUNICATION

TO: James Snow

From: Steven Allen

RE: Council Meeting

Date: September 10, 2014

We have one item on the agenda for the upcoming council meeting scheduled for September 22, 2014. At 7:00 pm.

This involves setting a public hearing to determine if 311 Grove St. constitutes a public nuisance within the meaning of the Code of Ordinances of the City of Dowagiac, Chapter 38, Sections 38-41, 38-42, 38-43 and 39-45, being unsafe for habitation. The structure is in a dilapidated condition. The cost to repair the structure is estimated to be more than the structure is worth.

Property ID# 14-160-100-118-00

I have enclosed a copy of all correspondences sent to the owner of record for the property including the Code Enforcement Report and the resolution to set a public hearing for the property

Sincerely;

A handwritten signature in cursive script that reads "Steven Allen".

Steven Allen
Code Enforcement Officer

Ne

Property Information

14-160-100-118-00

311 GROVE ST

Name Information

Tax Status: Current Past Due

Next Action: 02-03-12

Owner:

DAVIS, ANNIE & HALLIBURTON, JES

Address: 311 GROVE ST
DOWAGIAC

~~04-02-12~~
MI 49047

Occupant:

HALLIBURTON, JULIA MAE

7-28-14

Enforcement Information

SQ FT 960

SEV 16.200

Category:

EPM

Lot Size:

Acreage: 0.20

Filed:

11/29/2011

Current Status:

VIOLATION-CODE

Complaint:

SEVERELY DETERIORATED ROOF

CODE Inspection | STEVEN ALLEN

Date 11/29/11

Status: Completed

11/29/11

Result: Violation(s)

-02-03-12 Trap ADDED TO ROOF

04-02-12 ~~NE~~ trap Blw off

05-02-12 ~~NE~~ trap Replace on Roof

06-05-12 NC

07-05-12 NC

08-03-12 TRAP OFF OF HIDE

Current Status

VIOLATION-CODE

Date Closed:

08-06-12 NC 08-02-13 NC

09-04-12 NC 09-04-13 NC

10-04-12 NC 09-16-13 NC

11-07-12 NC 10-16-13 NC

12-06-12 NC 11-18-13 NC

01-04-13 NC 12-19-14 NC

02-04-13 NC

03-01-13 NC

04-01-13 NC

05-01-13 NC

06-03-13 NC

07-03-13 NC

11/29/2011

**DAVIS, ANNIE & HALLIBURTON, JESSE
311 GROVE ST
DOWAGIAC, MI 49047**

Exterior Property Violation(s) - SEVERELY DETERIORATED ROOF

**RE: 311 GROVE ST Dowagiac, MI
(Tax I.D. #14-160-100-118-00)**

Dear Property Owner:

In an effort to preserve and improve the quality of Dowagiac's neighborhoods, the Dowagiac City Council adopted several ordinances. Among these is an Exterior Property Maintenance Code. Since its adoption, this code now requires mandatory enforcement for all properties within the city limits that do not comply with the requirements set forth in that code.

The purpose of this correspondence is to advise you that at the current time, your property does not comply with the provisions of the Exterior Property Maintenance Code. During a review of your property, the below referenced condition(s) were found to exist.

1. Several shingles missing on the roof of the structure.
2. Missing roof boards on the structure
3. Rooted wood boards on the roof of the structure.
4. Sections of the roof are caving in
5. A large hole in the roof on the east side of the structure.

Arrangements need to be made to correct this deficiency within the next **60 days from the date of this letter** in order for your property to comply with the Exterior Property Maintenance Code. **I have enclosed for your review instructions and a application for the City of Dowagiac Housing Incentive Program.** If you would like to discuss this matter, please contact this office at (269)-782-8427.

BUILDING DEPARTMENT



STEVEN ALLEN

Code Enforcement Officer

/cd EENF11/12-0107

12/19/2011

**DAVIS, ANNIE
1239 OAKLAWN DR
PONTIAC MI 48341**

Property Violation(s) - SEVERELY DETERIORATED ROOF

RE: 311 GROVE ST Dowagiac, MI
(Tax I.D. #14-160-100-118-00)

Dear Property Owner:

On the afternoon of 12-19-2011 I spoke with Ms. Annie Davis concerning the condition of the roof at the above address. I was unable to email the forms, however I was able to send the copies by mail. As we discussed that afternoon if you obtain a building permit and temporally place a tarp over the damaged roof the city will consider the violation as temporally in compliance for the next 6 months. After that time, work must be initiated.

Please be advised that the structure cannot be occupied. If occupancy is necessary a inspection must be performed by the City of Dowagiac Building Inspector prior to occupancy to determine weather or not the roof is in danger of collapsing.

If you have any questions concerning this correspondence, please contact my office at (269)-782-8427.

Sincerely;

A handwritten signature in black ink that reads "Steven Allen". The signature is written in a cursive, flowing style.

Steven Allen
Code Enforcement Officer
/cdEENF11/12-0107

03/21/2012

**DAVIS, ANNIE & HALLIBURTON, JESSE
311 GROVE ST
DOWAGIAC, MI 49047**

Property Violation(s) - SEVERELY DETERIORATED ROOF

RE: 311 GROVE ST Dowagiac, MI
(Tax I.D. #14-160-100-118-00)

Dear Property Owner:

During a drive-by inspection this office noticed that the tarp that was placed on the roof at 311 Grove St. has blown off the damaged areas of the roof. The tarp is now on the west side of the roof and the damage is on the east side. In the future it is necessary that the roof be repaired as soon as possible. For a temporary fix the tarp must be reattached to the damage area to prevent rainwater and animals from entering the structure. Please be advised that you have (10) ten days to reattach the tarp over the damaged area. After that time additional enforcement action may be necessary.

If you have any questions concerning this correspondence, please contact my office at (269) 782-8427.

Sincerely;

A handwritten signature in black ink that reads "Steven Allen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steven Allen
Code Enforcement Officer
/cdEENF11/12-0107

07/15/2014

**DAVIS, ANNIE & HALLIBURTON, JESSE
550 RIVERSIDE DR. APT 3
DOWAGIAC, MI 49047**

RE: Code Violation - **SEVERELY DETERIORATED ROOF**

**311 GROVE ST, Dowagiac, MI
(Tax I.D. #14-160-100-118-00)**

Dear Property Owner:

The City has recently attempted to gain your assistance in resolving the exterior deteriorated conditions of the above captioned property. At this time, there has been no permits issued nor has any work been initiated on bringing this structure into the City Exterior Property Maintenance compliance.

As such, I must now advise you, that unless permits are obtained **within the next ten (10) days from the date of this letter** and a substantial amount of work completed **within the next thirty (30) days from the date of this letter**, a public hearing will be scheduled for deeming this structure a nuisance. Arrangements need to be made to correct this deficiency within the above mentioned time frame in order to avoid this public hearing. I can advise you that based upon its present condition, the Dowagiac City Council would most likely deem it a nuisance and required that it be demolished.

I have enclosed for your review a copy of the Code Enforcement Report dated 07/15/2014 that was mailed to you on the same date as listed on the letter.

If you have any questions concerning this correspondence, please contact my office at (269) 782-8427.

BUILDING DEPARTMENT



STEVEN ALLEN Code Enforcement Officer Sa/ EENF11/12-0107

**ANNIE DAVIS
20360 BLAIRWOOD
SMITHFIELD, MI 48076**

CODE ENFORCEMENT REPORT

DATE: 07/15/2014

ADDRESS: 311 GROVE ST

TAX NUMBER: 14-160-100-118-00

PROPERTY . DW 367 COM 16 RDS W OF NW COR LOT 56, B. MC
CONNELL'S ADD S 8 RDS, W 4 RDS, N 8 RDS E 4 RDS TO PL OF BEG
UNPLATTED - POKAGON SEC 1 CITY OF DOWAGIAC.
DESCRIPTION:

PROPERTY **DAVIS, ANNIE & HALLIBURTON, JESSE**
OWNER **311 GROVE ST**
DOWAGIAC, MI 49047

COMPLAINT REF: EENF11/12-0107

This is a one (1) story, wood-framed, structure. At the time of inspection, the structure was vacant. The structure contains approximately 960 sq. ft. of floor area. No interior inspection was performed.

The 2015 SEV value of this structure is \$16,800.00

At the time of inspection, all gas, electric and water service has been disconnected from the structure.

Sec. 18-159 (Roofs and Gutters) The roof on the structure is in extremely poor condition. There are at least two large holes in the roof. More than 70% of the roofing materials are missing, damaged or deteriorated. As a result rain water, snow and animals have been entering the structure.

All roofs, gutters, downspouts, fascia, soffits, rake and freeze boards of all structures shall be maintained weather tight and in good condition. Gutters and downspouts, if

Page 2
311 Grove Street

present must be firmly anchored. Roof covering materials, including roof decking, shall be maintained in a watertight condition and free from any serious defects, including roof flashing materials. All roof framing members shall be capable of supporting imposed loads and maintain in reasonably good condition. The roof must be repaired with materials designed for the work required to repair the roof.

Sec. 18-160 (Exterior walls)

- Some of the siding and trim on the structure are missing or in poor condition. All defective / missing siding and trim shall be repaired or replaced.
- There is a tree on the west side of the structure that is growing up against wall causing damage to the siding and the wood board. The tree must be trimmed so that is no longer in contact with the structure.

Because of the size of the hole in the roof and the length of time the hole has been present it is reasonable to believe that the structure is severely damaged on the inside. The damaged is most likely in the interior ceiling, walls and floors. Also there is most likely damaged to the electrical systems through-out the structure.

All necessary permits must be obtained within **ten (10) days from the date of this letter** and a substantial amount of work completed within **thirty (30) days from the date of this letter.**

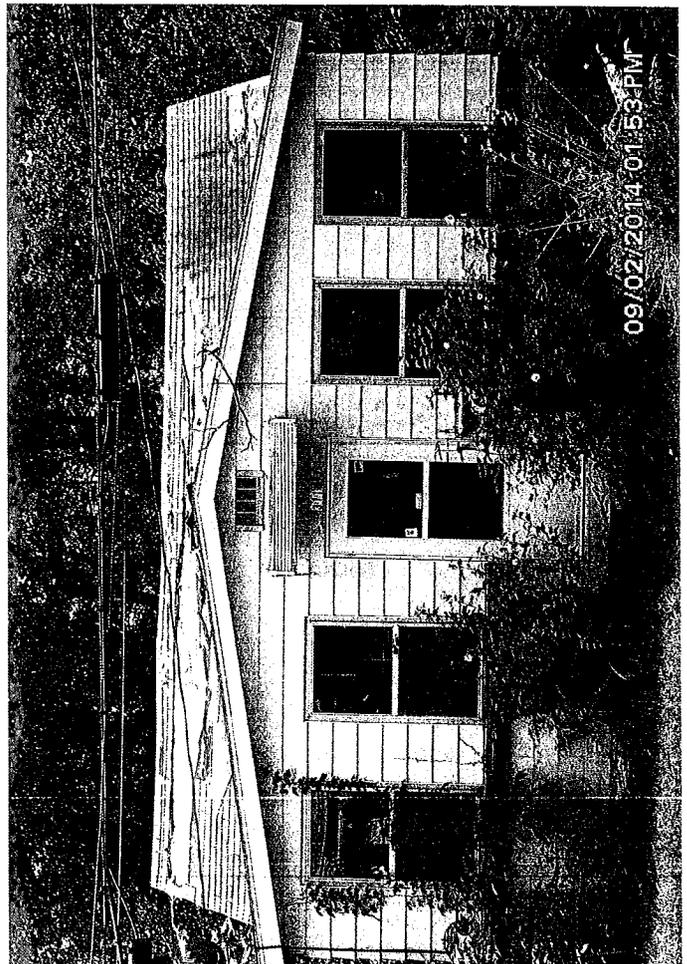
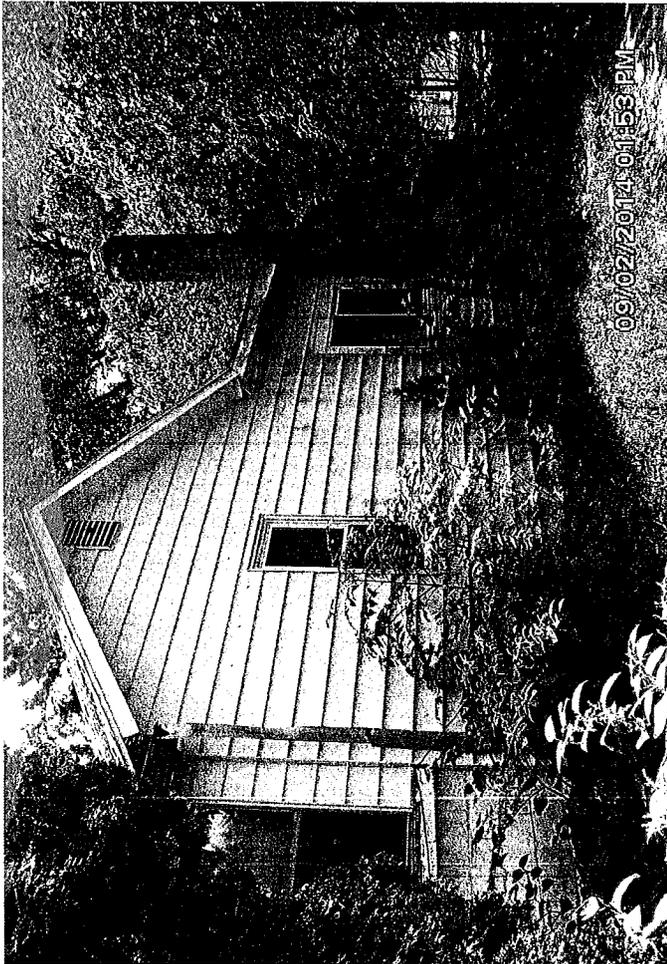
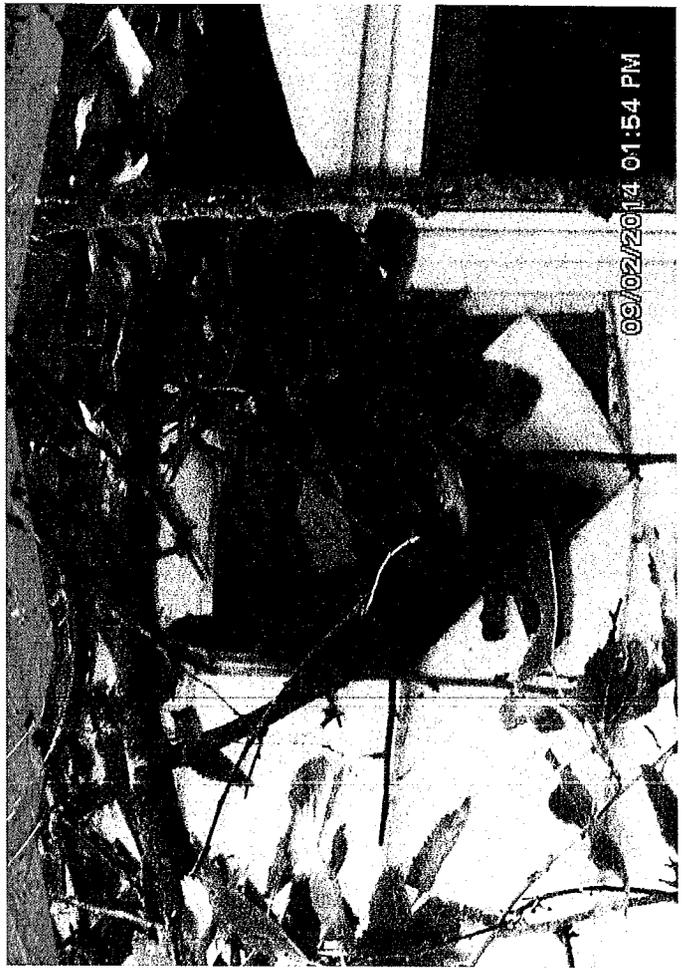
If you have any questions concerning this correspondence, please contact my office at (269) 782-8427.

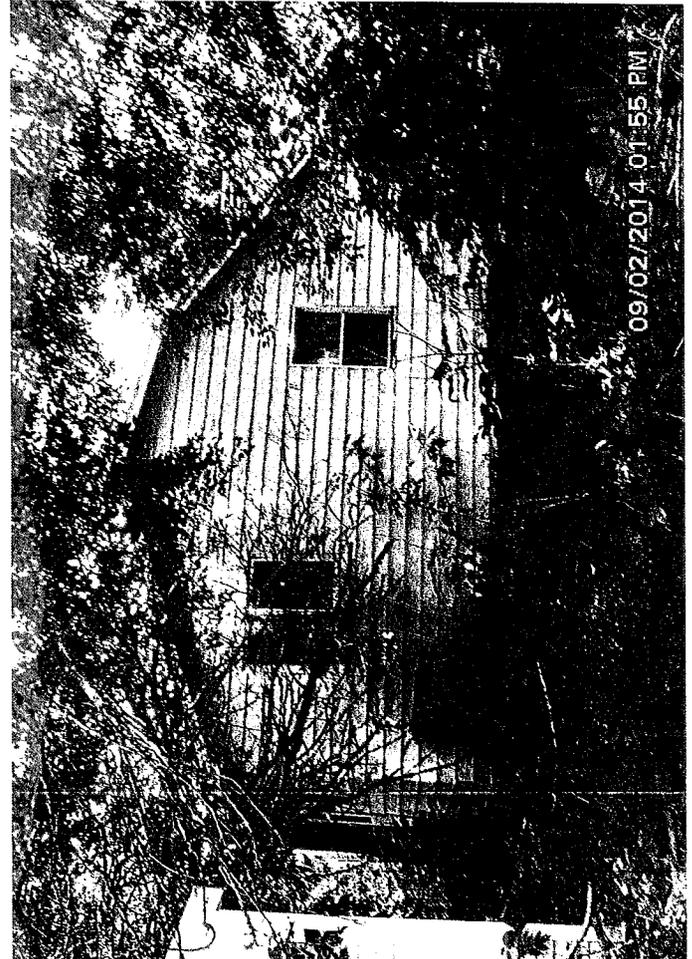
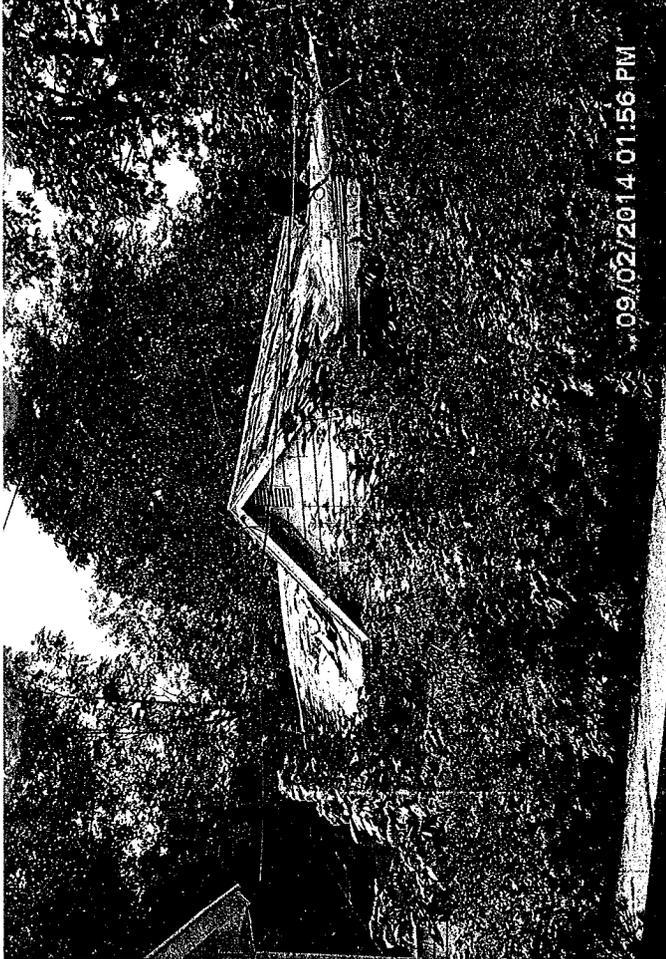
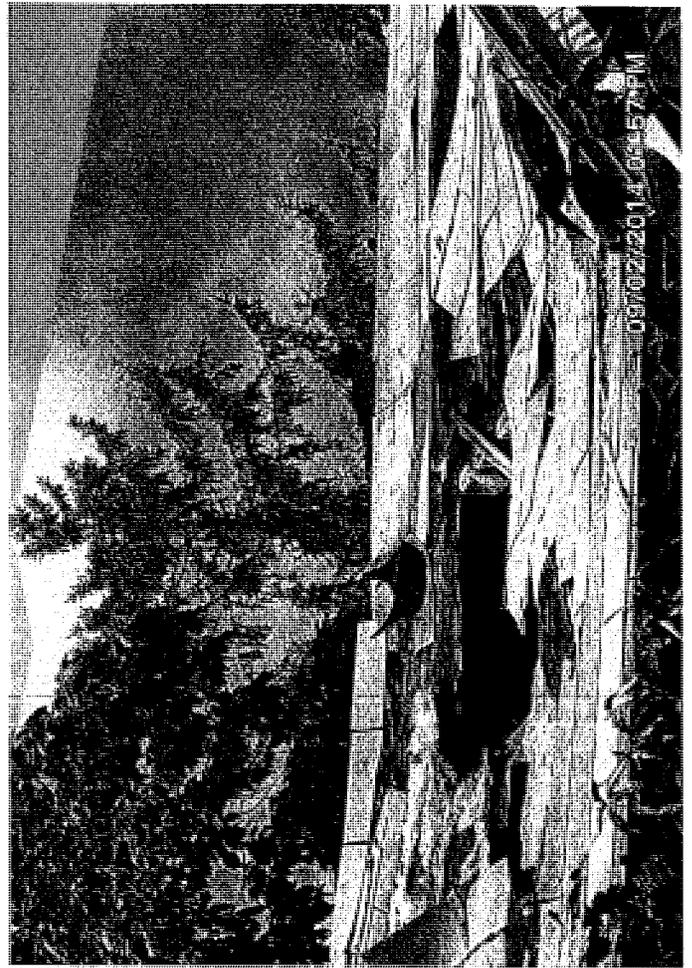
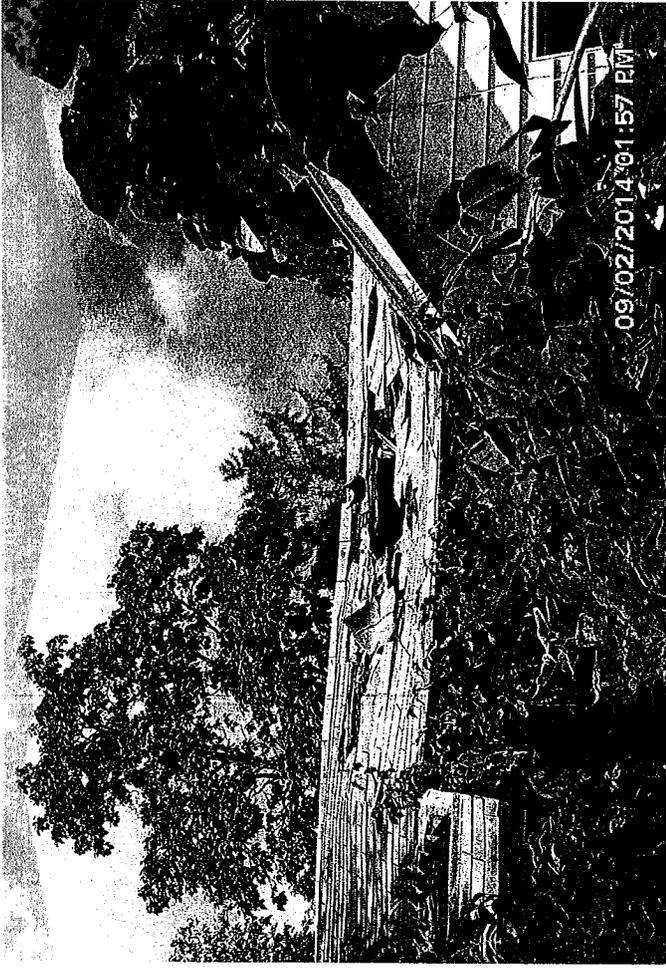
Sincerely;



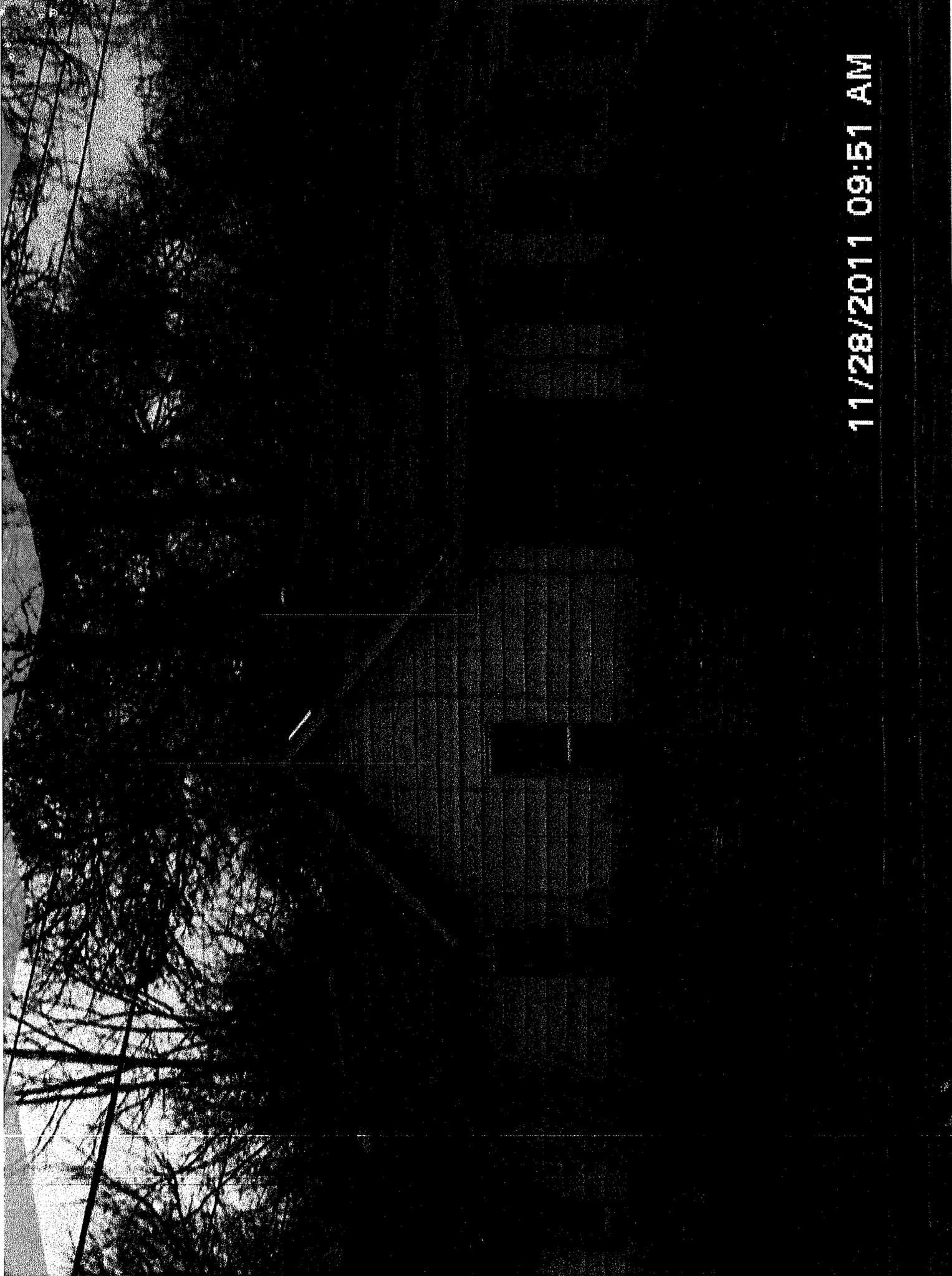
Steven Allen
Code Enforcement Officer

/cdEENF11/12-0107

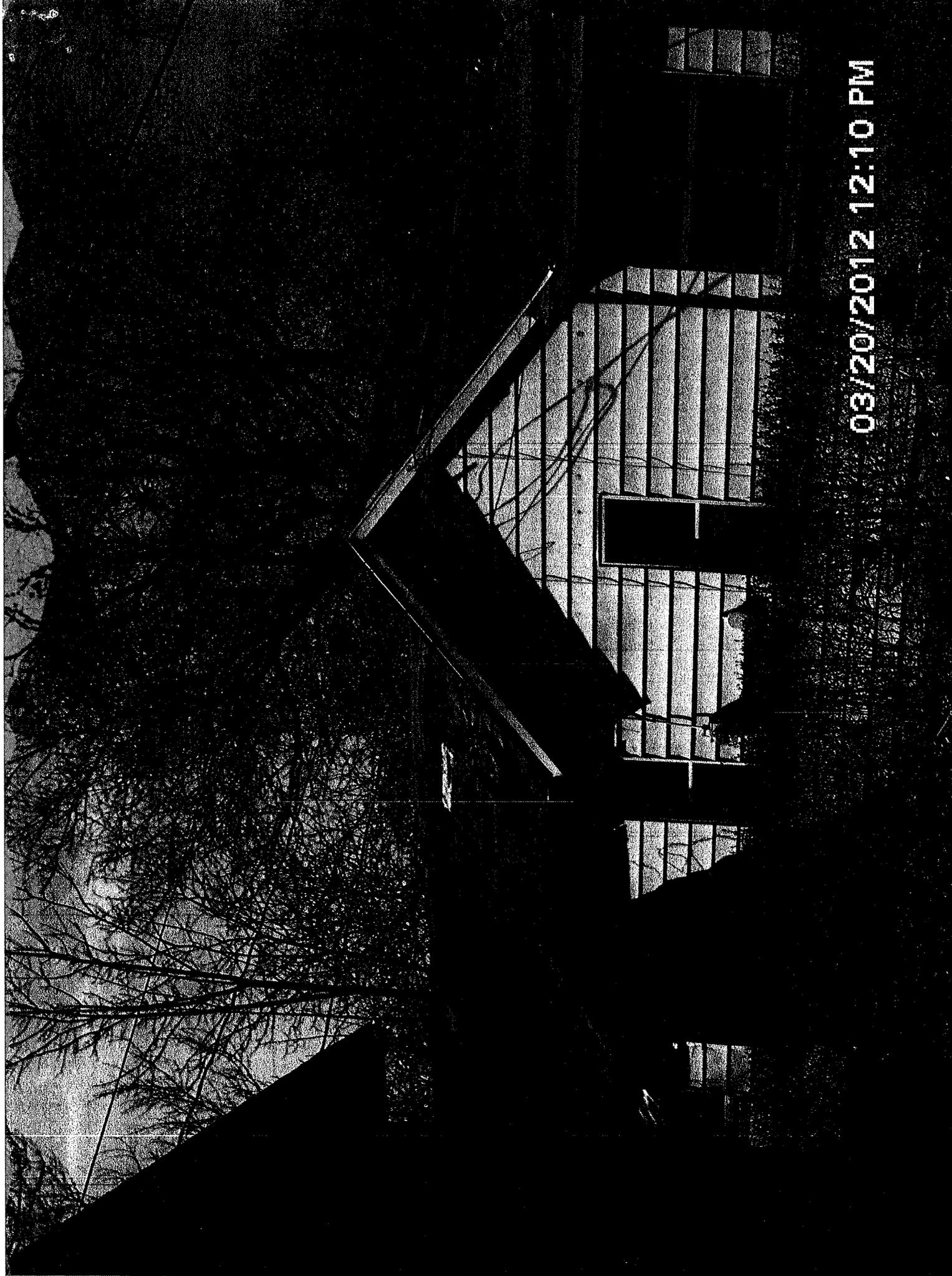




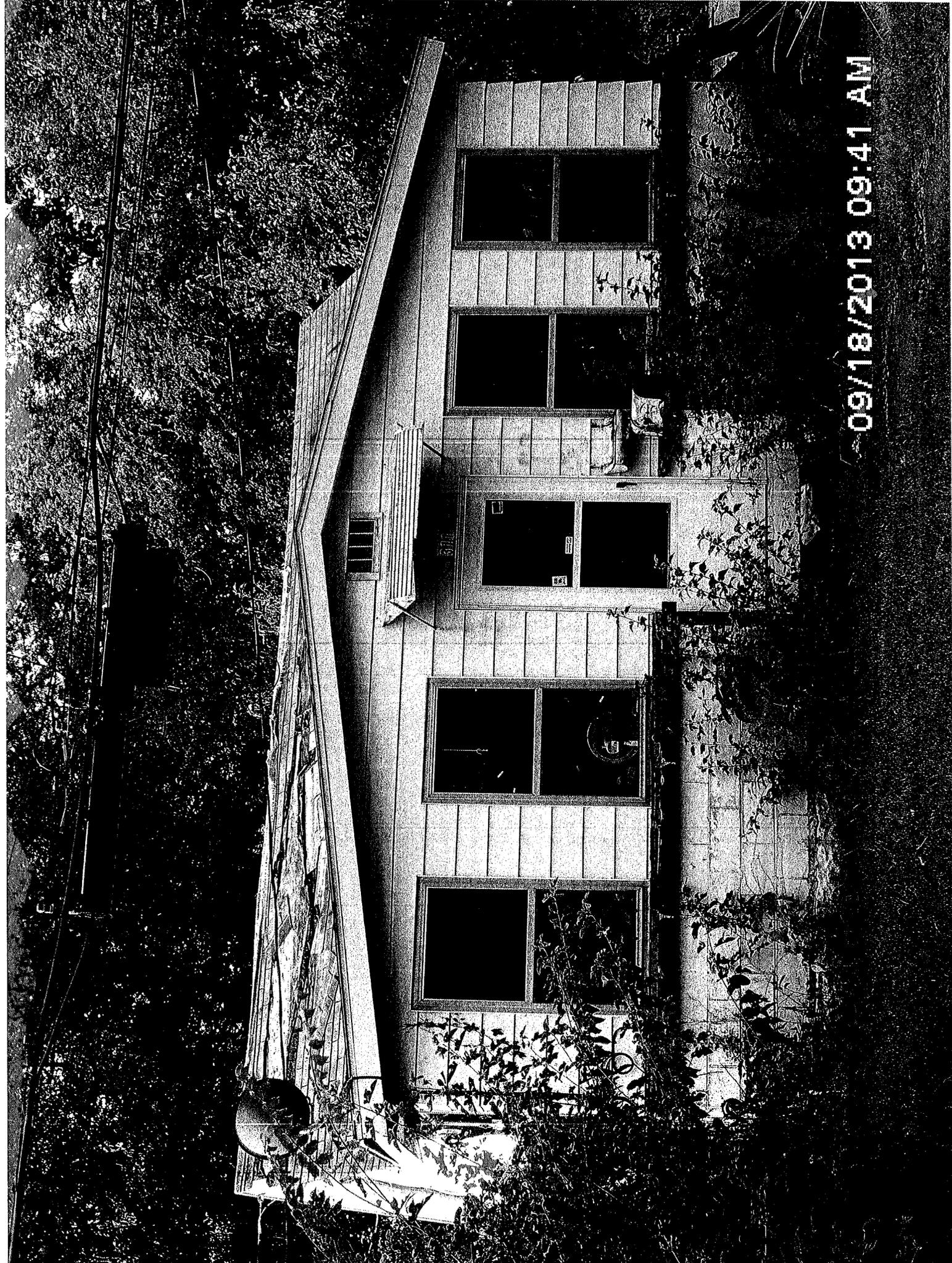




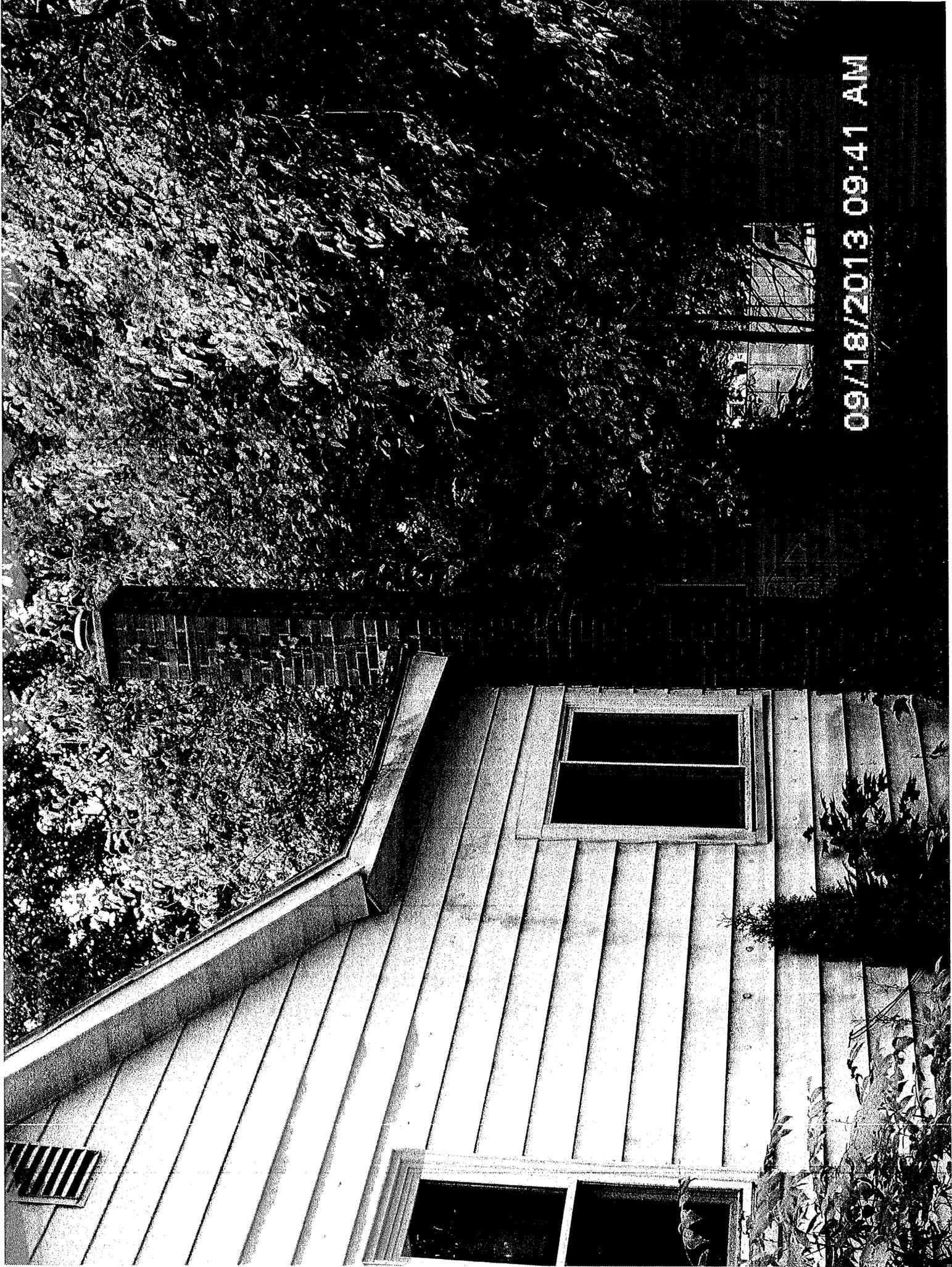
11/28/2011 09:51 AM



03/20/2012 12:10 PM



09/18/2013 09:41 AM

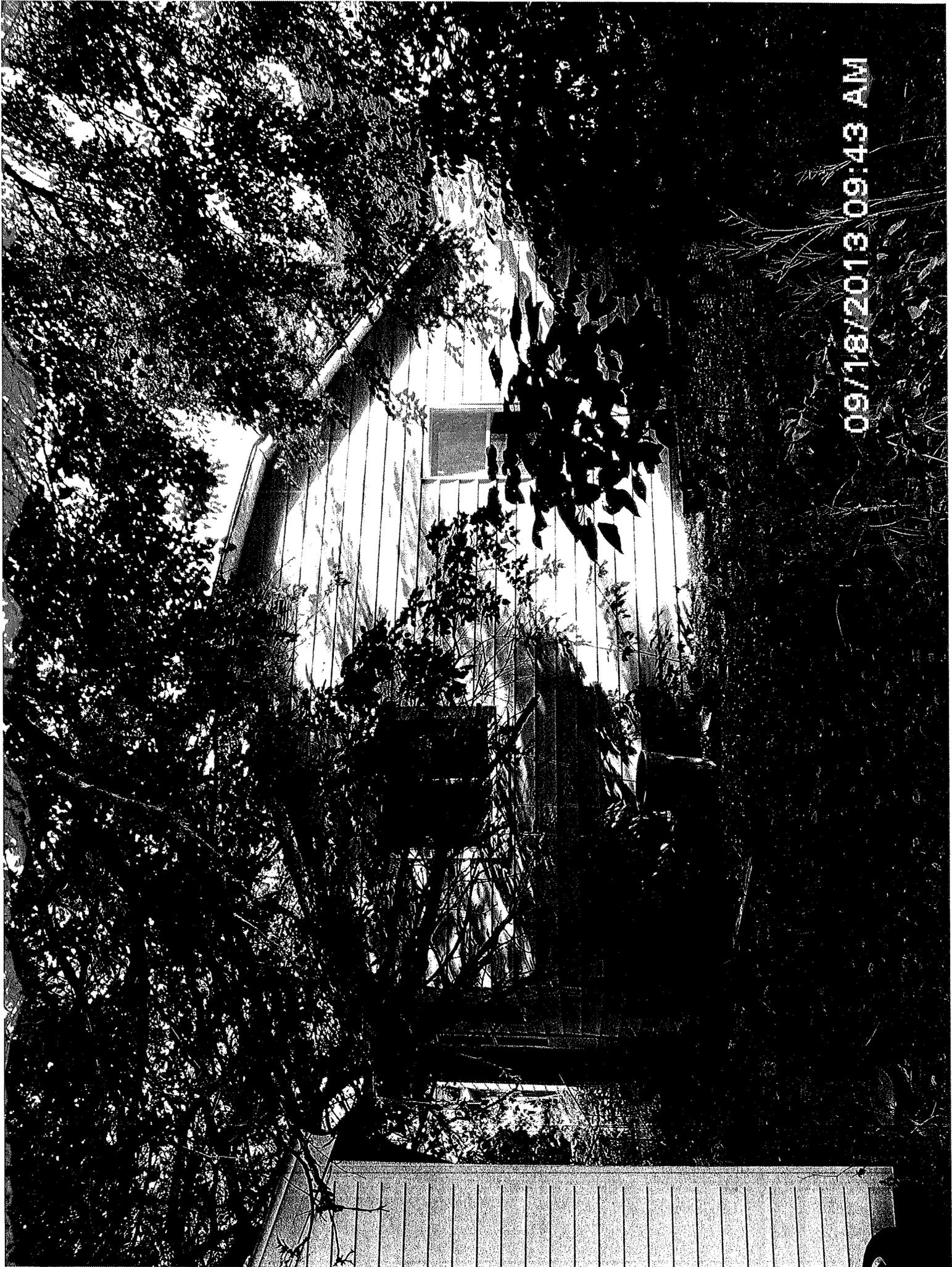


09/18/2013 09:41 AM



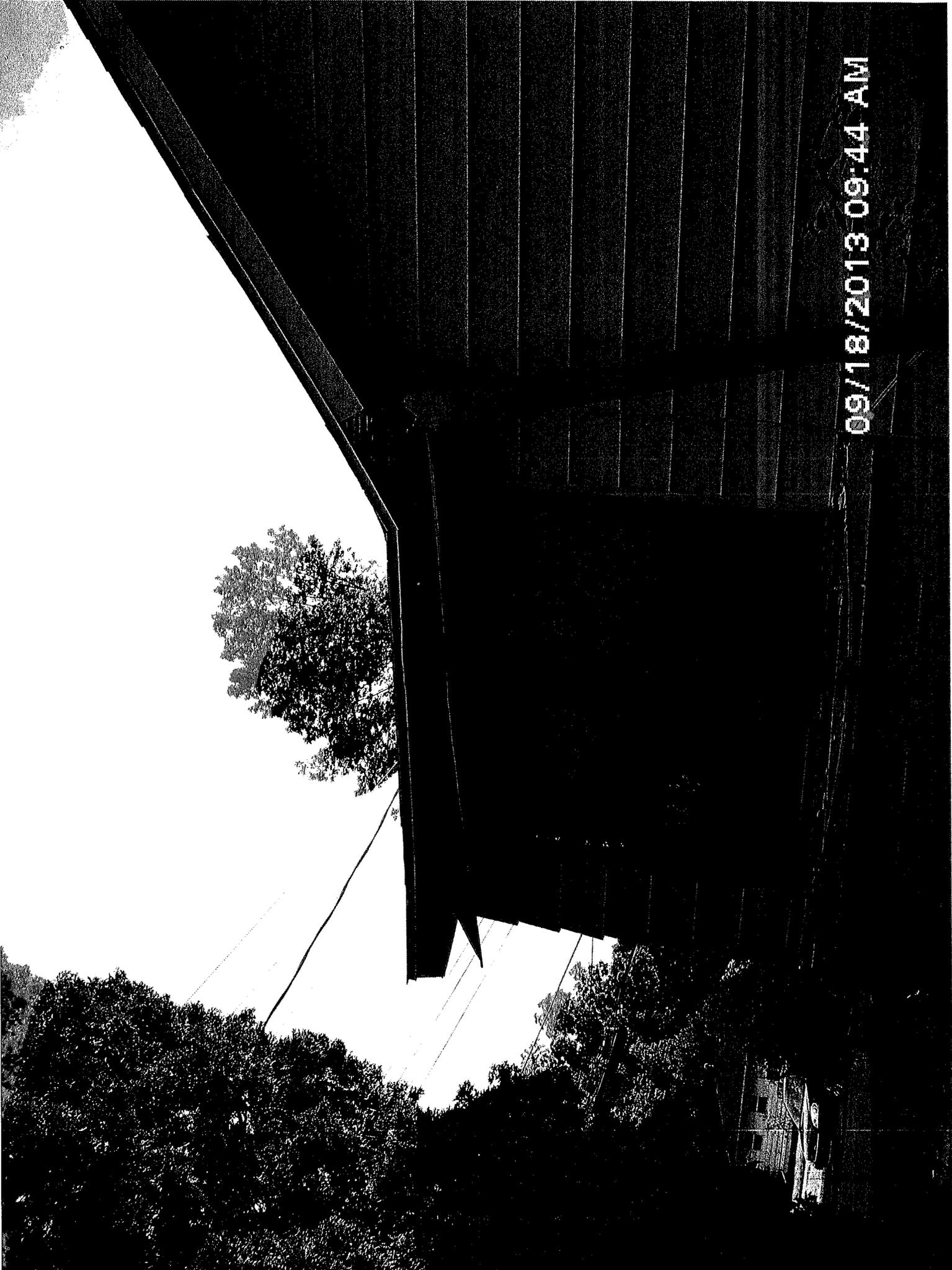


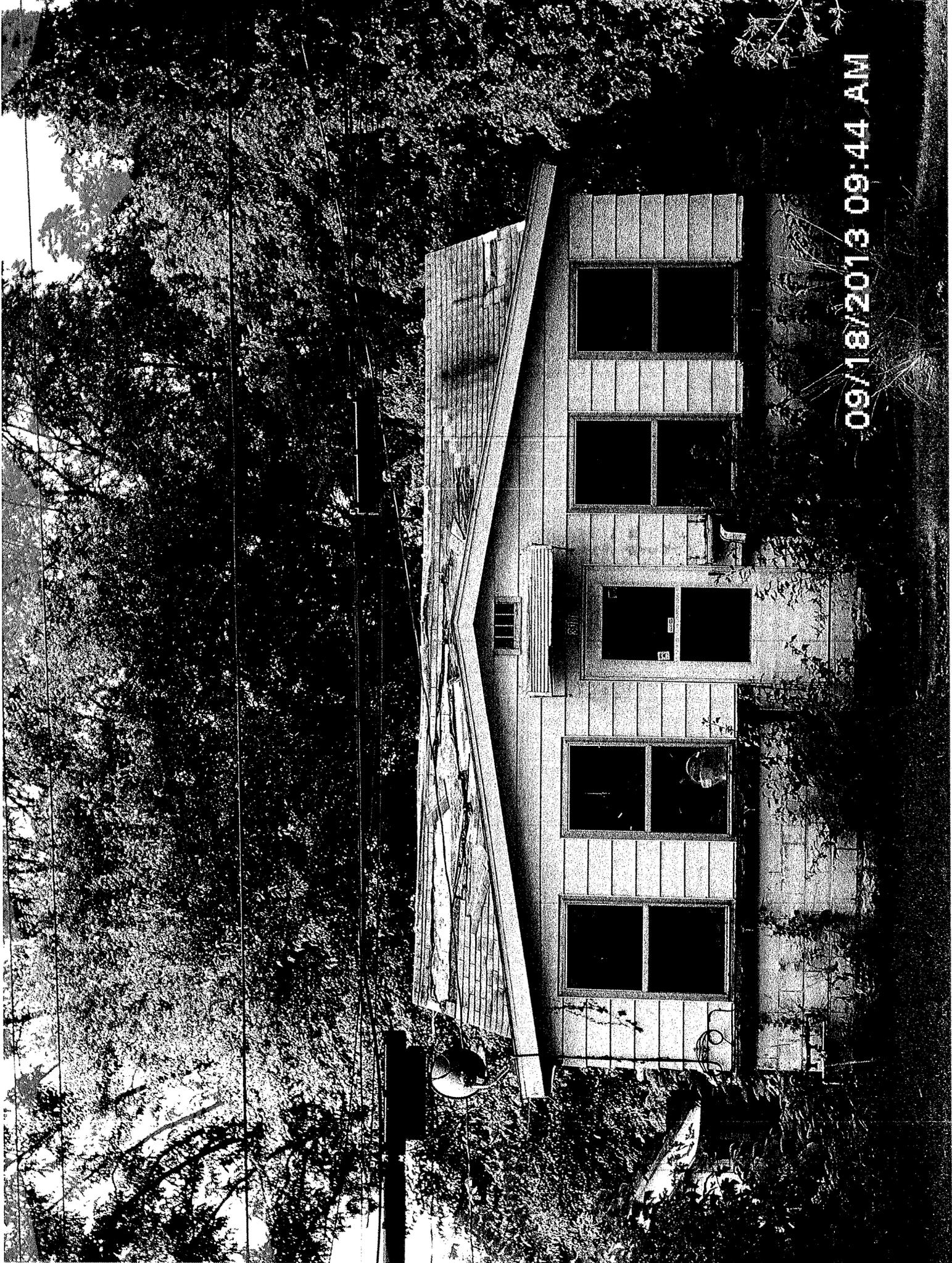
09/18/2013 09:42 AM



09/18/2013 09:43 AM

09/18/2013 09:44 AM





09/18/2013 09:44 AM

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 19, 2014

SUBJECT: Nuisance Compliant, 311 Grove Street

The structure at 311 Grove Street is in dilapidated condition and Code Enforcement has sent appropriate notices to the owner of record. Repairs have not been made and the next step in the process is for City Council to give public notice in the newspaper and call for a public hearing.

RECOMMENDATION

Adopt a resolution that sets a public hearing for October 13, 2014 to consider whether or not the condition of the structure at 311 Grove Street constitutes a public nuisance.

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

WHEREAS, the City Council has received and considered a report from the City's Building Official relating to the following-described property and premises within the City of Dowagiac, County of Cass, State of Michigan:

311 Grove Street

Tax # 14-160-100-118-00

Described as follows: .DW 367 COM 16 RDS W OF NW COR LOT 56, B. MC CONNELL'S ADD S 8 RDS, W 4 RDS, N 8 RDS E 4 RDS TO PL OF BEG UNPLATTED – POKAGON SEC 1 CITY OF DOWAGIAC.

WHEREAS, it appears to the City Council that the condition of the property described above may constitute a nuisance as defined by Chapter 38; Article II, Sections 38-41, 38-42, 38-43, 38-45, and 39-45 justifying abatement by the City pursuant to the powers granted in Chapter 12 of the City Charter and procedures set forth in Chapter 38 of the Code of Ordinances of the City of Dowagiac; and,

WHEREAS, the City Council believes it is warranted in conducting a public hearing and investigation pursuant to such provisions of Chapter 38 of said Code for the purpose of ascertaining and determining for itself whether such condition or conditions exist.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dowagiac will conduct a public hearing and investigation on October 13, 2014 at 7:00 p.m. in the City Council Chambers, Dowagiac City Hall, for the purposes and according to the procedures referred to above; and,

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to:

1. Notify, by certified mail directed to the last known address, persons known to have an interest in the property described above and all property owners thereof according to the most recent City Assessor's records, at least ten (10) days in advance of the date herein set for such hearing and investigation.

2. Cause a notice to be published in the *Dowagiac Daily News* at least ten (10) days in advance of said hearing. Then notice herein required shall include time and place of said hearing and legal description and address of the property involved, and specify in what respects said property may constitute a nuisance within the meaning of Chapter 38, Sections 38-41, 38-42, 38-43, 38-45, and 39-45.

3. Provide for the recording of such hearings.

ADOPTED/REJECTED

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 19, 2014

SUBJECT: Trick or Treat Hours

A resolution is on Monday's agenda for the purpose of scheduling the 2014 Trick or Treat night activities. There are many opinions about the most appropriate date for Trick or Treat hours. This year there is a potential conflict with high school football playoffs. The first round of playoffs will be scheduled for either Friday or Saturday, but we will not know that schedule until after the games on Friday, October 24.

It is the recommendation of the Police Department that Trick or Treat activities be held on Friday, October 31. As in the past, the hours will be from 6:00-7:00 p.m.

RECOMMENDATION

Approve the resolution to schedule trick or treating hours on Friday, October 31 from 6:00-7:00 p.m.

Support Documents:
Cover Memo-City Mgr.
Resolution

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

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

WHEREAS, this year Halloween falls on Friday, October 31, 2014, and;

WHEREAS, the Dowagiac City Administration and Police Department have recommended that the Trick or Treat hours for 2014 be established as 6:00 p.m. to 7:00 p.m. on Friday, October 31.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize and designate that Trick or Treat activities be conducted in the City of Dowagiac for 2014 on Friday, October 31, between the hours of 6:00 p.m. and 7:00 p.m.

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

ADOPTED/REJECTEDr

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 22, 2014

SUBJECT: Downtown Planning Study

The purpose of this study is to build on the past successes of the downtown revitalization that has occurred over the past 25 years by looking at the areas adjacent to downtown and identifying new opportunities for redevelopment with the goal of insuring the fundamental economic health of downtown and the community of as a whole.

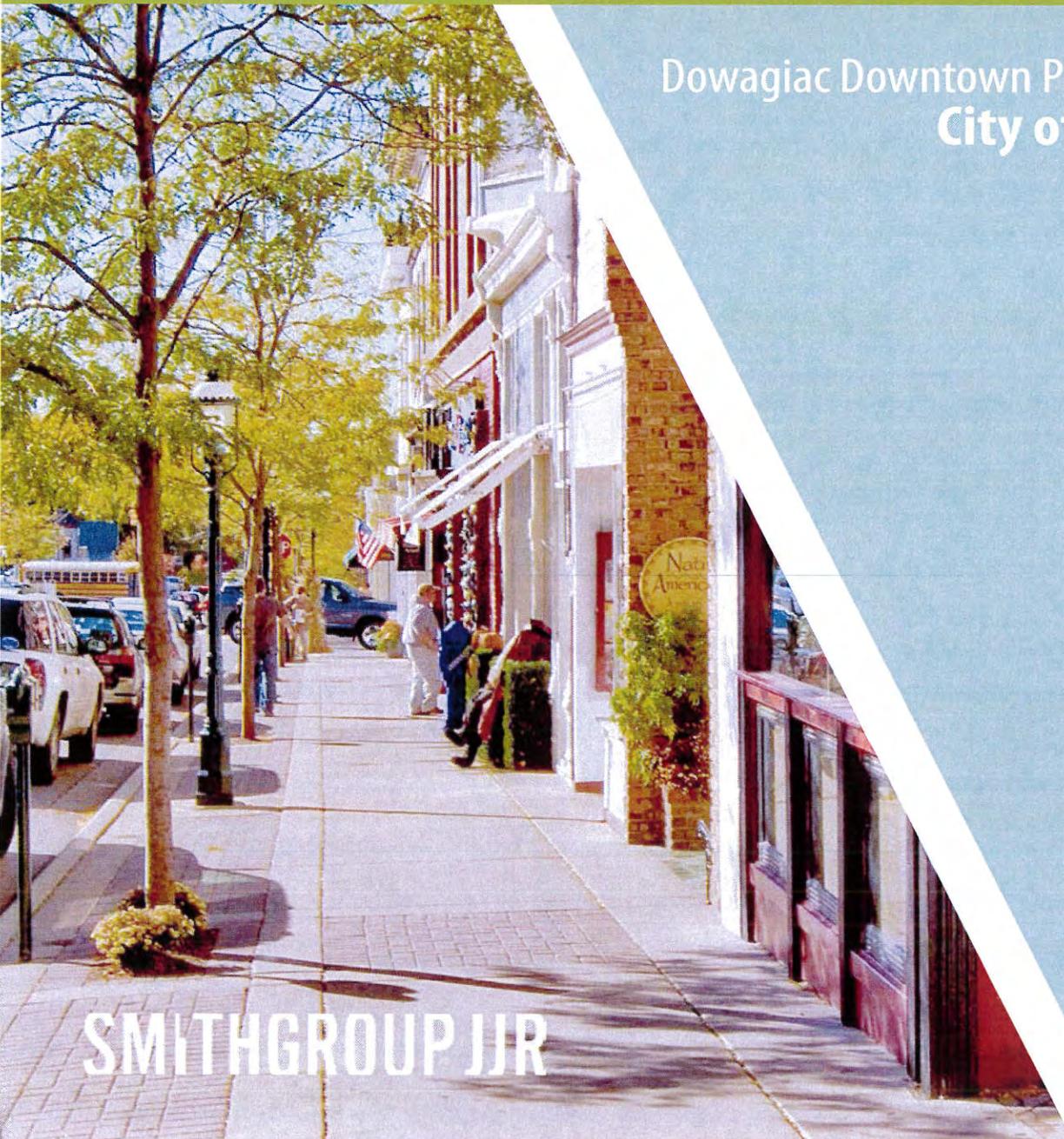
I've spoken to a number of planning firms and Smith Group JJR out of Ann Arbor appears to be well suited to assist us in this process because of their background with both small and large communities, their partnership with market analysis specialists, and the process for community input in the planning process. The cost for this study will be just shy of \$20,000. Funding will come from budgeted Economic Development funds.

At the completion of the project drawings and reports that will be used to help promote continued development in and around the downtown core. The background information collected will also serve as important base information to prepare a Master Plan Update. It has been nearly 20 years since the Master Plan was prepared and it will something to consider soon. Master Plans are important components with grant applications and relatively current documents are expected by most granting agencies.



Dowagiac Downtown Planning Study City of Dowagiac

August 13, 2014



SMITHGROUP JJR

August 15, 2014

Transmitted – via Email

Mr. Kevin Anderson
City Manager
City of Dowagiac
241 S. Front Street
P.O. Box 430
Dowagiac, MI 49047

RE: Dowagiac Downtown Planning Study

Dear Mr. Anderson:

On behalf of SmithGroupJJR, Inc., (“SmithGroupJJR”) I am pleased to submit this proposal for the Dowagiac Downtown Planning Study. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

With patience and perseverance, the City of Dowagiac and partners in the private and non-profit sectors have nurtured the downtown through the recent economic downturn, and it remains the viable core of the community. Streetscape improvements, building renovations, and reinvestment in the downtown have contributed to improving the physical environment and placemaking value of downtown. In an effort to build on the relative success and stability of downtown initiatives, the City of Dowagiac is interested in developing a new strategic vision for downtown to take advantage of the rebounding economy, identify new opportunities for redevelopment and improvement, and insure the fundamental economic health of downtown and the larger community.

APPROACH + WORK PLAN

To achieve this objective we propose the community consider implementing a thorough process of downtown planning, initiated in distinct phases. We suggest that the development of the Dowagiac Downtown Planning Study and associated deliverables proceed over three phases of work, incorporating engagement with key stakeholders and the public into the planning process.

Phase 1: Issues + Opportunities

Focus on understanding existing conditions and the key issues and opportunities that will shape the direction of the plan. The resulting Framework Plan for Downtown Development will outline specific strategies for improving the downtown.

The process outlined below is organized into a focused effort to test ideas and community values with key city staff, elected officials, and stakeholders. This will set the stage for further planning efforts which may more broadly engage the community.

Phase 2: Plan Development

Should the community decide to move forward with further planning, this phase could entail the preparation a formal Downtown Plan providing the following:

- A market assessment of downtown businesses that recommends specific strategies for marketing downtown and developing the appropriate, market supported business mix.
- A Sub-Area Plan that recommends transportation/street improvements, land use changes, density of development guidelines, green infrastructure connections, and zoning modification recommendations.
- An Urban Design Plan that provides specific design plans for the improvement of public spaces in the downtown area parks, alleys, trails, streets, farmer's markets, and similar spaces.
- A process for community involvement, as may be appropriate, and include public workshops and meetings.

Phase 3: Adoption + Code Development

This phase could include the adoption of the plan and the translation of the plan concepts into Form Based Code (or related zoning and master plan) documents.

The first phase of work is described in detail below. As this effort unfolds we can better assess what next steps make sense, if any, and we can prepare a Scope of Services for these efforts that fits your needs.

SCOPE OF SERVICES – PHASE 1: ISSUES + OPPORTUNITIES

Task 1.1 – Data Collection

In preparation for the project kick-off meeting, the consultant team will collect and review information and data pertinent to the project. This initial review may include collection and mapping of base geographic data furnished by the City of Dowagiac and from other sources, as well as review of relevant plan documents.

This review of existing conditions may include, but is not limited to, the following:

- Existing plans: Review and summarization of existing and relevant plan documents.
- Environmental characteristics: slopes, soils, water, and habitat corridors.
- Public infrastructure: storm sewer, sanitary, water, electrical, and gas utilities.
- Transportation Facilities and plans: vehicular, pedestrian, and bike.
- Downtown's built environment in regards to how it impacts its commerce, including a review of vehicular circulation, parking, streetscape, signage, and lighting, building placement, parks, pedestrian circulation and the commercial mix.
- Base Maps and/or GIS database access

Task 1.2 – Kick-Off Meeting

The City Manager and SmithGroupJJR will hold a kick-off meeting at the commencement of the project to discuss key process issues for moving the process forward efficiently. This meeting will include discussion of the following critical points:

- Clarification of project goals, objectives, and metrics for success.
- Discussion of further data and informational needs.
- Project schedule and logistical matters.
- Strengths, weaknesses, trends, and recent successes in the downtown area.
- The role of downtown in the City and region.

While in Dowagiac, the SmithGroupJJR team will tour the downtown area and document existing conditions further, including use mix of downtown properties, visual characteristics of the downtown, key economic assets, and opportunities for improvement to the physical and commercial setting of downtown.

Task 1.3 – Framework Plan for Downtown Development

The consultant team will develop a conceptual Framework Plan for Downtown Development. The framework will take the form of a plan graphic and diagrams and will illustrate the basic conditions of downtown, identify opportunities for land development, re-use of underutilized properties, and improvements for vehicular and non-motorized movement and the physical street environment, and provide a menu of ideas for increasing community street vitality, commerce, and activity.

Task 1.4 – Framework Plan Workshop

The consultant team will lead a presentation and discussion of the conceptual Framework Plan for Downtown Development to solicit further input and summarize the findings to date. Participants will be provided an interactive opportunity to evaluate the ideas, express preferences, and to offer their own thoughts on improving the downtown. We suggest that the attendees for this meeting be selected to act as a focus group of 8 to 12 people, and should represent a cross section of stakeholders in the downtown, as deemed appropriate by the City of Dowagiac.

Task 1.5 – Plan Refinement

Following the workshop the consultant team will refine the proposed Framework Plan for Downtown Development into one or more preferred alternatives to carry forward. These alternatives will be assessed in terms of their ability to meet project objectives. The final deliverables will include a narrative describing a sequence for implementation and list of priority actions. The draft final deliverables will be shared with the Core Team for review and comment, and a finalized document will be developed.

Deliverables:

- Preferred Framework Plan for Downtown Development, including illustrative plan drawings and text report, in the format of a Technical Memorandum. The report will be provided to the City of Dowagiac in electronic format (pdf), and two sets of full-size prints of the plans.

SCHEDULE

We can begin work on this project within two weeks of formal authorization, and complete Tasks 1.1 through 1.5 in six to eight weeks.

COMPENSATION

The City of Dowagiac shall compensate SmithGroupJJR for the scope of services outlined above a fixed fee lump sum of \$19,910.00, plus reimbursable cash charges.

REIMBURSABLE EXPENSES

In addition to the fee indicated above, the following cash costs shall be reimbursable:

1. Travel expenses related to this project. Reimbursement for car mileage is the standard mileage allowance determined by the Internal Revenue Service. The current mileage rate is \$0.560 per mile;
2. Reproduction of drawings, specifications and reports and reproducible (Mylar, etc.) reproductions of drawings;
3. Long distance telephone and facsimile charges, postage, express charges and other similar items;
4. Models, renderings, photography and other special presentation material for other than the Architect's own use;
5. Regulatory Agency review fees; and
6. Employment of, with the City of Dowagiac 's prior approval, special consultants other than those listed in this proposal.

Compensation for these reimbursable expenses will include a 10% management fee.

We estimate the reimbursable expenses for this phase of work to be \$700.00.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroupJJR (if given verbally), and the work will commence upon the City of Dowagiac approval of an estimated fee for that effort. For additional services, the City of Dowagiac shall reimburse SmithGroupJJR a fee being equal to 2.2 times the direct personnel expense of SmithGroupJJR's project staff actively engaged for all man hours worked on the project, plus the cost of overtime premiums and reimbursable cash charges.

INDEMNIFICATION

It is agreed to by the City of Dowagiac in the event documents prepared by SmithGroupJJR are incorporated by the City of Dowagiac as a part of the construction contract, SmithGroupJJR will be provided an opportunity to review the proposed general conditions of the construction contract. Any terms and conditions that are beyond those normally and customarily provided by design professionals similarly situated will not be a part of SmithGroupJJR's obligations. Further, such general conditions shall contain an indemnification provision extending from the Contractor to both the City of Dowagiac and SmithGroupJJR. Also, both City of Dowagiac and SmithGroupJJR shall be named as an Additional Insured on Contractors general liability insurance.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion or the total work authorized.

All payments due to SmithGroupJJR shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroupJJR under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY OF DOWAGIAC AGREES THAT THE TOTAL LIABILITY OF SMITHGROUPJJR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUPJJR UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroupJJR will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. The City of Dowagiac acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroupJJR's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroupJJR to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroupJJR of liability of any other party.

SmithGroupJJR will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. The City of Dowagiac acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

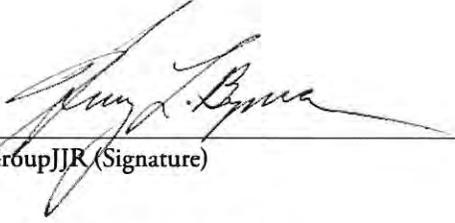
This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

Thank you for contacting SmithGroupJJR. We look forward to working with you on this project.

Sincerely,



Robert R. Doyle, RLA
Principal



SmithGroupJJR (Signature)

Henry L. Byma, Senior Vice President

(Printed name and title)

April 15, 2014

Date

City of Dowagiac (Signature)

(Printed name and title)

Date

Attachment A – Standard Fee and Reimbursement Schedule

ATTACHMENT A

Standard Fee and Reimbursement Schedule
Ann Arbor, Michigan
January 1, 2014

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 5	\$215.00/hour
Principal/ Level 4	\$210.00/hour
Principal/ Level 3	\$195.00/hour
Principal/ Level 2	\$170.00/hour
Principal/ Level 1	\$160.00/hour
Professional Staff/ Level 10	\$160.00/hour
Professional Staff/ Level 9	\$140.00/hour
Professional Staff/ Level 8	\$125.00/hour
Professional Staff/ Level 7	\$120.00/hour
Professional Staff/ Level 6	\$110.00/hour
Professional Staff/ Level 5	\$100.00/hour
Professional Staff/ Level 4	\$95.00/hour
Professional Staff/ Level 3	\$90.00/hour
Professional Staff/ Level 2	\$85.00/hour
Professional Staff/ Level 1	\$80.00/hour
Technical Staff/ Level 2	\$85.00/hour
Technical Staff/ Level 1	\$70.00/hour

These billing rates are subject to semi-annual review and revision.

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

REIMBURSABLE EXPENSES

Mileage	\$.560/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	\$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1% (12% annually) until paid.

Green Grand Rapids Infrastructure Plan

Grand Rapids, Michigan



SmithGroupJJR led a team of consultants working with the City of Grand Rapids, a 34-member steering committee, and the community at large to prepare this update to the city's "smart growth" master plan. Backed by an enthusiastic city government and local foundations, the project has fostered substantial citizen input and collaboration in generating green ideas and determining how to turn those ideas into actions. Some of the sustainable initiatives in the plan include:

- Analyzing the city's park inventory to identify underserved neighborhoods and priorities for park improvements.
- Increasing the recreational value of the Grand River, including a continuous riverwalk and a whitewater kayaking run.
- Protecting water quality by restoring vegetative buffers along the river and its tributaries and using low-impact development strategies to manage rain water where it falls.
- Expanding the urban forest canopy and "greening" city streets.
- Adopting a "complete streets" approach that rebalances the use of public rights-of-way to better accommodate pedestrians and cyclists.
- Establishing additional farmers' markets and community gardens.

Given shrinking municipal revenues, citizens quickly embraced the need to set priorities and get involved in implementation. Existing organizations adopted elements of the green agenda and new grass-roots groups formed to build awareness and raise money for specific projects within the plan. Concept planning studies were also completed to position the city for successful grant applications.



Completion Date
November 2009

Awards
2010, Merit Award,
Landscape Planning and
Analysis, Michigan ASLA

Reference
Suzanne Schulz
Planning Director
City of Grand Rapids, MI
616.456.3031
sschulz@grcity.us



Port Huron Waterfront + Downtown Planning

Port Huron, Michigan



Port Huron is a major gateway for international travel and trade. To capitalize on this role and increase economic development activity, SmithGroupJJR worked with the community to develop a new strategy for growth focusing on the downtown and waterfront areas. Through a community collaborative process, a plan was prepared identifying priority redevelopment opportunities, community infrastructure improvements, and waterfront linkages.

As a follow up to this initial effort, SmithGroupJJR worked with the Community Foundation of St. Clair County to prepare a waterfront master plan, which proposed

shoreline stabilization and habitat restoration approaches for the water's edge and recreational uses and non-motorized trail connections.

SmithGroupJJR also prepared designs for reconfiguring a key downtown street to improve pedestrian access between the local community college, downtown, and the waterfront, and is currently assisting the community in the pursuit of grants to implement these improvements.

Completion Date
August 2011

Reference
Randy Meiers
President & CEO
Community
Foundation of St.
Clair County, MI
810.984.4761
randy@
stclairfoundation.org

Waynesburg Downtown Vision Study

Waynesburg, Pennsylvania



As the result of a successful 20-year relationship with Waynesburg University, SmithGroupJJR was asked by the Waynesburg Borough to facilitate the development of a Vision Plan for the downtown area. This Vision Plan, while focusing on the historic downtown district of Waynesburg, made recommendations which required the increased interaction and collaboration between County, Township and Borough officials.

The recommendations included the implementation of rich and vibrant streetscape

improvements running throughout the business district and the development of critical pedestrian linkages between the University and the downtown. In addition, recommendations were made for the consideration of potential building demolition and opportunities were identified to provide additional convenient and safe parking. Larger long-term recommendations included the development of a new courthouse square as a signature gathering space within the community and the development of greenway linkages running throughout the county.

Completion Date
2008

Reference
Jed Howard
Borough Manager
The Borough of
Waynesburg
724.627.8111
wbgboro@alltel.net

Design Lansing Comprehensive Plan + Oakland/Saginaw Corridor Study

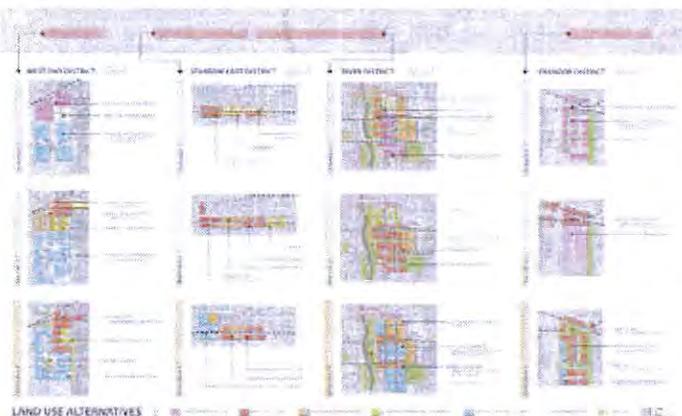
Lansing, Michigan



Green Neighborhoods can enhance visual character, quality of life and environmental health



Vacant lot strategies



Land Use Alternatives

Lansing’s Comprehensive Plan had not been updated in over 20 years. Recognizing the need to rethink its future in a comprehensive manner, starting with the creation of a new vision for the city, Lansing hired the consulting team of SmithGroupJJR and LSL Planning.

Guided by a set of planning principles that included placemaking, sustainability, livability, and stewardship, the SmithGroupJJR team stretched traditional planning boundaries for the capital city and addressed emerging topics such as green infrastructure and low impact design, food systems, the relationship between “placemaking” and economic development, and the interface between transportation systems and increasing development densities. Public participation was obtained through a series of workshops conducted throughout the city, and the resulting plan reflects the values and vision of the citizens of Lansing.

A comprehensive approach to economic development, green infrastructure, transportation, and placemaking allowed the planning process to target multiple issues (e.g., land use, neighborhood enhancements, natural systems, green leadership, transportation choices, etc.) simultaneously rather than as individual, isolated topics. Because the success of the plan is a long-term process and is dependent on many agencies, groups, and individuals, implementation priorities were identified for the City to build on and leverage on-going initiatives, investments, and collaborations.

Early in the process, the City asked the team to develop a corridor plan for the Oakland/Saginaw Corridor—the city’s major, one-way, east-west vehicular artery through the community. The team explored alternative road treatments and conducted a traffic impact study to model the effects of these roadway transitions into the year 2030. The study concluded the corridor should be converted into a “complete street,” balancing the community’s diverse transportation needs (such as biking, cars, and walking), land uses, and neighborhood objectives.

City staff and the community have embraced the plan for its forward-thinking vision anchored by specific recommendations and strategies for implementation.

Completion Date

Corridor Study: October 2008
Comprehensive Plan: April 2012

Reference

Robert Johnson
Director, Planning and
Neighborhood Development Office
517.483.4068
rjohnson@lansingmi.gov

Traverse City Bayfront Master Plan

Traverse City, Michigan



Completion Date

June 2007

Reference

Russ Soyring
Director of Planning
City of Traverse City, MI
231.922.4465
rsoyring@ci.traverse-city.mi.us

In late 2006, Traverse City was ready for a new waterfront. Formerly the industrial and shipping “back door” to the downtown’s Front Street, new opportunities opened up for the waterfront with the removal of the power plant, the last major structure on the waterfront, and closure of the Clinch Park Zoo on a key site next to the Clinch Park Marina. For the first time in a century, Traverse City had 2.5 miles of contiguous, available waterfront to plan and preserve for future generations.

As prime consultant, SmithGroupJJR conducted a 6-month planning effort for the City of Traverse City and its Bayfront Planning Committee to prepare the Bayfront Master Plan. Led by SmithGroupJJR,

extensive public involvement guaranteed that the Bayfront Master Plan stayed true to earlier citizen input. The Bayfront Master Plan makes several recommendations to improve pedestrian access and connectivity, provide new activities on the waterfront, and support more innovative and sustainable infill and stormwater management actions to preserve the bay and the Boardman River.

SmithGroupJJR also researched and prepared a funding strategy that evaluated over 40 private and public potential funding sources and provided recommendations for a fundraising and marketing campaign to raise funds for the plan’s implementation.

Plainwell Mill Redevelopment Phase I – III

Plainwell, Michigan



Completion Date
2008

Reference
Erik Wilson
City Administrator
269.685.6821
ewilson@plainwell.org

Located in the heart of downtown Plainwell, along the banks of the Kalamazoo River, the 35-acre Plainwell Paper Mill once provided economic stability to the community. Now owned by the city, vacant, and an EPA Superfund site, the mill no longer is a source of pride or revenue for the community. In a ground breaking partnership, the city and the site's Responsible Party (PRP) teamed together to create a viable reuse plan for the site.

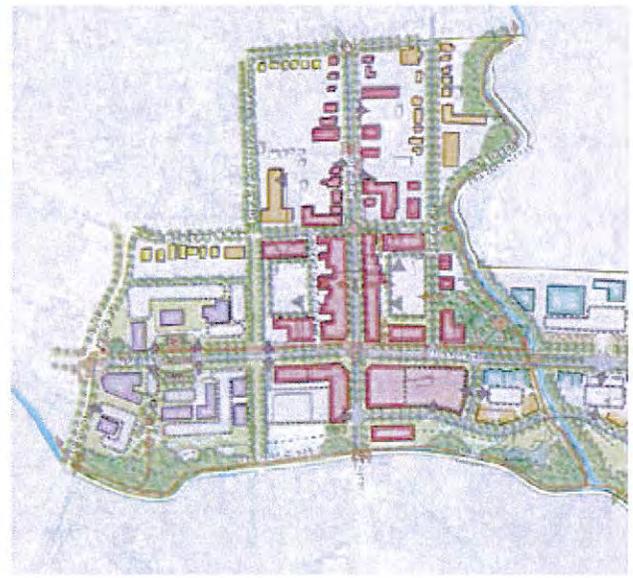
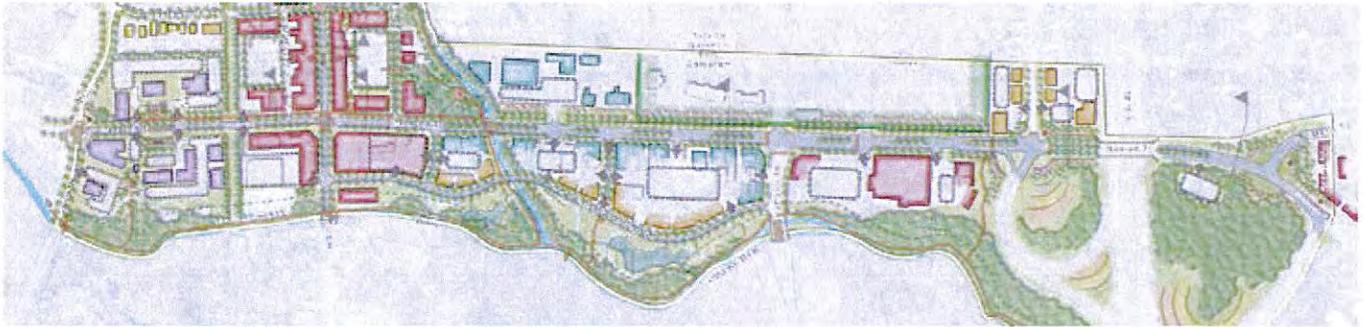
The JJR planning team was engaged to help define this vision with the partnership group who each had their own unique perspective of a successful reuse plan. Building a consensus direction on this brown-field site required JJR to understand the perspectives and goals of all the

stakeholders, manage the planning and decision-making process, and engage the community over a two-year period. Mixed-use scenarios were developed based on the goal of the community to provide additional housing and retail opportunities. Limited development was proposed in areas of high environmental concern and a strong connection to the mill race and the river is envisioned through a riverwalk and open space network on the site.

As the partnership between the city and the PRP is actively moving forward with projects like the Kalamazoo River bank remediation, JJR continues to provide ongoing planning and redevelopment assistance to the community.

Gateway District Plan

Sylvania, Ohio



The City of Sylvania explored the enhancement of the main gateway corridor in order to provide a more positive image to residents and visitors. The one-mile corridor contains a mix of uses haphazardly arranged as a result of more than 40 years of uncoordinated growth. Connecting US-23 to the more than 100-year-old single block downtown, the corridor evolved into the heart of the community. After initial meetings with civic leaders, it was clear that streetscape guidelines would not be enough to meet the goals of the community.

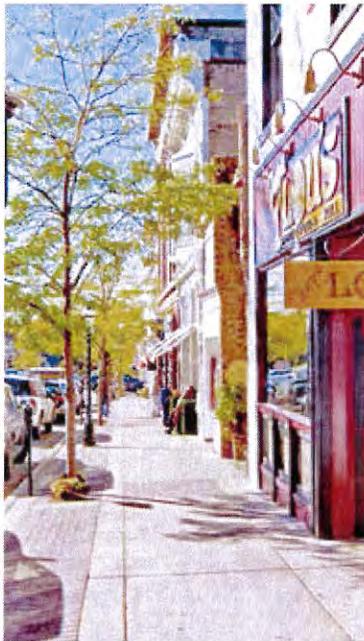
SmithGroupJJR created a comprehensive gateway district plan to coordinate land use, urban design, corridor access, as well as design issues. The centerpiece of the plan is a strategic action framework that outlines immediate-, short- and long-term tasks. The tasks included in the gateway district plan cover details as small as the design and placement of bike racks to larger policy-related items such as the creation of an interconnected greenway.

Completion Date
September 2008

Reference
Mr. Mark Luetke
City Councilman
City of Sylvania
419.885.8931
mluetke@flsmarke
ing.com

Petoskey Downtown Master Plan + East Mitchell Street Downtown Streetscape

Petoskey, Michigan



As a regional center for commerce, education, healthcare, and tourism, Petoskey plays a special role in northern Michigan's economy. The famous Gaslight District in the downtown area serves as a significant resource to the area's resort industry. Over the course of several years, SmithGroupJJR worked on a variety of planning and implementation improvements throughout the downtown and historic adjoining neighborhood.

Initially, SmithGroupJJR reviewed the downtown's role, context, and relationship to the local population and region, which resulted in a framework plan and design guidelines for improvements to the town's center.

Improvements were implemented in 1990 when detailed plans for the downtown streetscape were developed, which created a cohesive urban fabric and contributed to the character of the city's center.



Completion Date
August 2008

Reference
Mike Robbins
Director of Public Works
City of Petoskey
231.347.2500

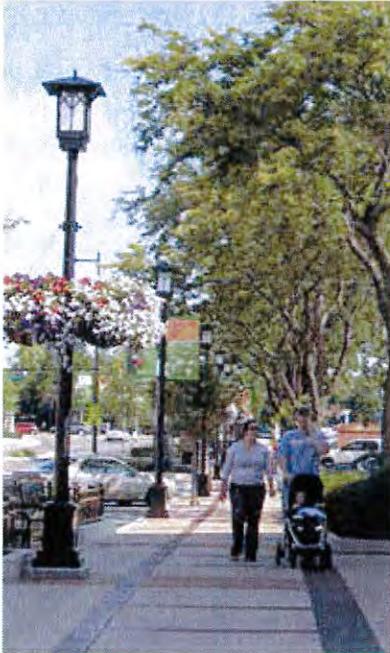
In 2007, SmithGroupJJR developed schematic design and construction documents for streetscape improvements on East Mitchell Street. The work involved traffic islands and additional crosswalks to transform the busy street into a more pedestrian-friendly zone.



In downtown, medians were designed to allow additional lighting and landscaping and provide for pedestrian safety. Additional pedestrian elements included crosswalks constructed of brick pavers and concrete pavement brick paver borders used for intersections. Medians in the historic residential district were designed to provide traffic calming, slow vehicular speeds, and reduce traffic impacts in the neighborhood directly adjacent to downtown. All improvements were designed in accordance with national road design and accessibility standards.

Village of Lisle Main Street Streetscape

Lisle, Illinois



Completion Date

2009

Awards

2009 APWA Fox Valley
Branch Project of the Year
Award

Reference

Gerald Sprecher
Village Manager
Village of Lisle
925 Burlington Ave
Lisle, IL
630.271.4100

In 2007, SmithGroupJJR worked with the Village of Lisle to provide streetscape schematic design services for civic improvements located within their central business district and specifically Main Street.

SmithGroupJJR's work with the Village continued in 2008, with the refinement of the schematic plans into a detailed streetscape design. The goal: to construct municipal improvements that stimulate development, inspire design character quality and welcome people back downtown; and to create a sense of place that fosters a pedestrian friendly environment to encourage social interaction.

Every effort was made to increase the safety and comfort of pedestrians. The roadway was rebuilt 'façade to façade' to increase the width of sidewalks and a narrow median added to prevent unsafe vehicular/pedestrian

cross traffic movements. Pedestrian lighting, new roadway pedestrian crossing signalization, ample seating, plaza areas, low albedo paving, a fountain celebrating the intersection of the existing Garden Walk and Main Street, and raised-curb landscape plantings were also added.

SmithGroupJJR worked closely with the City of Lisle to develop a design which meets the goal for redefining Main Street while maintaining a local scale and character of warmth and friendliness. SmithGroupJJR held extensive public meetings to rally Village support for design integrity and to establish an adequate budget for high-quality material detailing.

SmithGroupJJR also provided full time construction observation.



ANN ARBOR

CHICAGO

DALLAS

DENVER

EVANSTON

HOUSTON

INDIANAPOLIS

LOS ANGELES

MILWAUKEE

WASHINGTON, DC

SMITHGROUP JJR

www.smithgroupjjr.com



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

WHEREAS, a vibrant downtown is instrumental in the overall economic health of the City of Dowagiac; and

WHEREAS, the City Council desires to build on the past successes of the downtown revitalization that began over 25 years ago; and

WHEREAS, City Council will engage in a planning process to engage both public and professional input into identifying new opportunities in the areas adjacent to downtown; and

WHEREAS, the City Manager is recommending that SmithGroupJJR has the experience and expertise to assist and advise the City of Dowagiac during this process,

NOW, THEREFORE BE IT RESOLVED that the Mayor be and hereby is authorized to execute the attached Professional Services agreement with SmithGroupJJR.

ADOPTED/REJECTED

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 22, 2014

SUBJECT: 101 Cass Avenue and Rudy Park Conceptual Planning Projects

As City Council continues to explore park improvements to enhance the quality of life in the City of Dowagiac, there are several potential improvements that are under consideration that may have grant funding potential. To be eligible for grants, the projects must have a conceptual plan with cost estimates and a current Park Plan. Staff has solicited a proposal from Wightman & Associates to assist with developing a conceptual plan and cost estimates.

101 Cass Avenue. Several months ago Council authorized the acquisition of 101 Cass Avenue and stated that this property could not only provide a place for a great neighborhood park and fishing hole, but also could provide an important link to the trail system in the Rudolphi Wildlife Refuge and the Southwest Michigan College properties. Because of its water feature and potential trail component, property improvements to this property have strong possibilities of grant funding. The steps necessary prior to grant application is to develop an improvement plan, develop cost estimates and update the city's Recreation Plan. Wightman has prepared a proposal for development of conceptual plans for a cost of \$5,700 and refer to this project as the Elks Trail Conceptual Plan.

3. Park Planning—Rudy Park. Wightman was also asked to look at Rudy Park. I refer to Rudy Park as a “Drive By Park” because there is really no practical or safe way to stop, park and get out to enjoy the public art or the beautiful water feature that his nearly hidden from view. The purpose of this planning project is to identify safe access for parking, access for fishing and opening up scenic views for the public. Again, this has grant potential so conceptual planning and solid cost estimates are important. The cost for this project is \$3,900.



August 19, 2014

City of Dowagiac
241 S. Front Street
Dowagiac, MI 49047

Attention: Mr. Kevin Anderson, City Manager

RE: ELKS TRAIL CONCEPTUAL PLAN AND RUDY PARK

Dear Mr. Anderson:

Wightman & Associates, Inc. (WAI) would like to thank you for contacting us to discuss the design services for the Elks Trail project. We understand the City has acquired the property at 101 Cass Avenue and would like to create a master plan to utilize the parcel as a park. We also understand you would like us to create a master plan for Rudy Park, and assist the City with your Recreation Plan update. We have attached some examples of similar projects we have completed for your use. Our detailed project scope is as follows:

Elks Trail (101 Cass Avenue)

Prepare a conceptual plan for the site including, removing the existing building, selective clearing of vegetation near the road to provide clear views into the site, a small parking area, a pavilion, possibly a restroom, a fishing platform and connections to the neighboring trail systems. We will also provide a plan showing the location of this trail and connections to the other trails in Dowagiac, including the Middle Crossing Pathway to Russom Field, potential trails through the Elks property along the Dowagiac Creek, connections through Riverside Cemetery to Rudolphi Woods and the trails around Southwestern Michigan College. We will also provide conceptual cost estimates for the proposed improvements. We plan to attend two working meetings with City staff and one presentation meeting to the City Council if required.

Lump Sum Cost: \$5,700

Rudy Park

Prepare a conceptual plan for the site including the possibility of a small parking lot, a boardwalk at the lower Mill Pond, possible fishing platforms, connections to Heddon Park and examine the possibility of a bridge crossing the lower Mill Pond. We will also work with the City to review the recreational restrictions to the deed of the property. A conceptual cost estimate for the Rudy Park master plan will be provided. We assume this project will be completed concurrently with the Elks Trail project; therefore our review meetings and council meetings would be shared.

Lump Sum Cost: \$3,900

Recreation Plan Update

It is our understanding the City staff plans to update the majority of the recently expired plan. We could assist with cost estimates, re-write of sections in the plan (as needed), and provide images to enhance the document. We will assist the City to update their Recreation Plan on a time and materials, as-needed basis. Our hourly rates are attached.

Benton Harbor Office:
2303 Ripstone Road
Benton Harbor, MI 49022

Telephone:
(269) 927-0100

Toll Free:
(877) 927-0109

Fax:
(269) 927-1300

Website:
www.wightman-assoc.com

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

Thanks again for the opportunity to submit this proposal. If you have any questions or comments, please don't hesitate to contact me.

Very truly yours,

WIGHTMAN & ASSOCIATES, INC.



Steve Carlisle, P.E.
scarlisle@wightman-assoc.com

SCC/cb
Enclosures

Proposal accepted by:

Signature

Date

Printed Name and Title

Glassman Park:

Proposed Recreation Improvements

Phase 1:

- **Access to the River**
 - Canoe & kayak launch
- **Develop Trail Network**
 - Links the river to parking and camping
- **Fishing Area**
 - Two locations along Galien River
- **Zen Labyrinth**

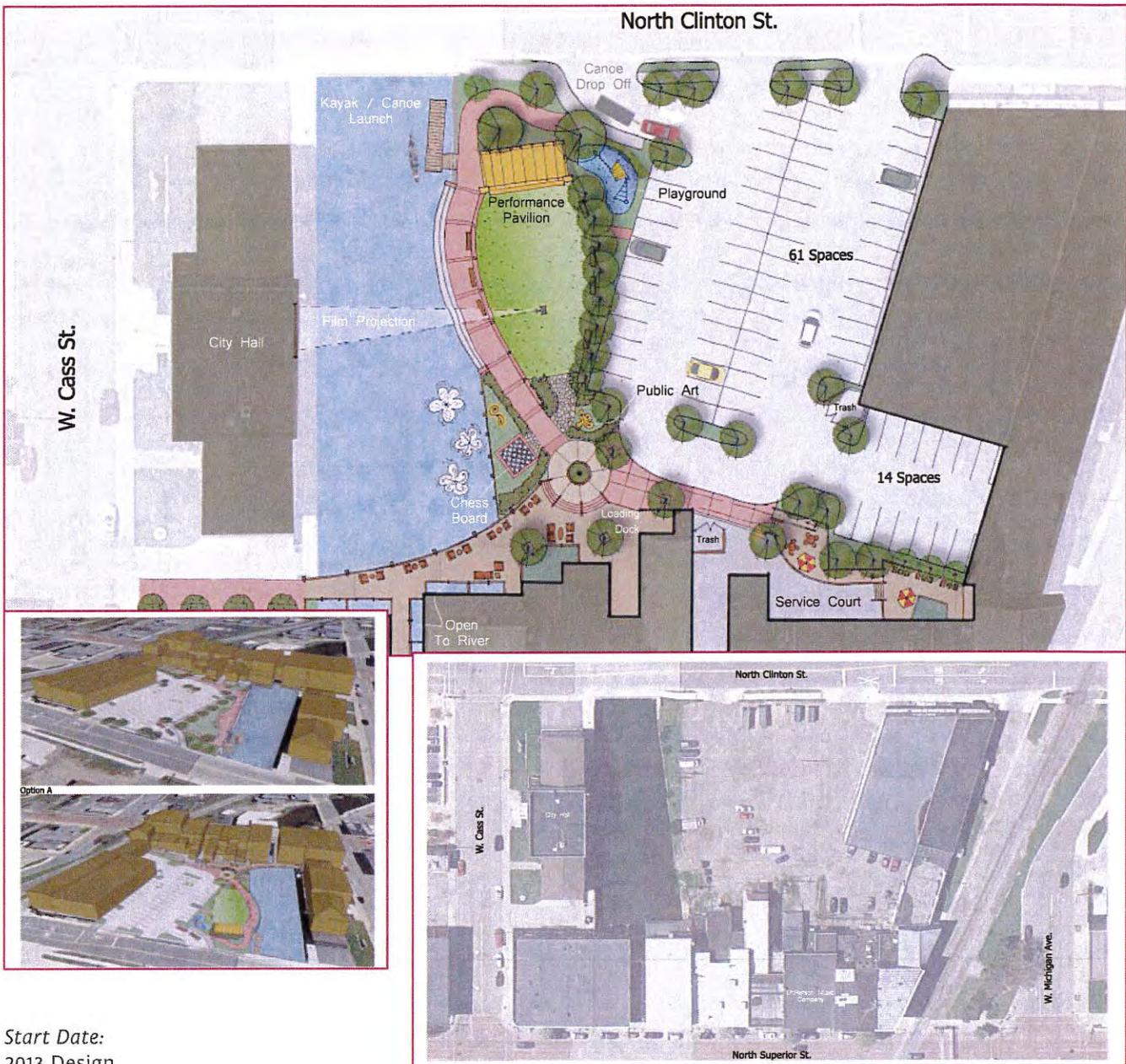
Phase 2:

- **Develop Campground Facilities**
 - Rustic campsites
 - Group cabins
- **Historical / Educational Feature**
 - Center point of the campground
- **Parkour Fitness Circuit**
 - Stations located near pavilion and camping
- **Construct a Pavilion**
 - Restrooms
 - Picnic tables
 - Grill space
 - Potable water access
 - Park office



ALBION – NORTH CLINTON STREET POCKET PARK

ALBION, MI



Start Date:
2013 Design

Completion Date:
Funding Acquisition Phase

Project Cost: Phase 1
Infrastructure = \$740,000

Services Provided:

- ◆ Placemaking
- ◆ Urban Design

Staff Involved:

- ◆ Mickey Bittner
- ◆ Bill LaDitka

The City of Albion engaged WAI to transform a city parking lot along the back side of typical main street mixed-use buildings and the associated service areas into a space more appealing for people. The placemaking design solution imagines a strong engagement to the river with a multi-use public space and a pedestrian zone along the backside of the buildings. The design goals include connectivity to adjacent uses, human scaled comfort spaces designed to foster interaction, and a range of accessible activities for all age ranges. The ultimate goal is to provide space activated by people. The design imagines removal of a small main street building to permit light to once again shine on the river below the buildings spanning above, which currently form an inhuman experience for kayakers. A stepped promenade accommodates year round access for people to get to the water.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 18, 2014

SUBJECT: Budget Amendments

This is the last meeting of the fiscal year and it is customary to have the last of the budget amendments delivered at the meeting so that the account can have Friday and Monday to make one final pass through the financial statements. Again this year, a resolution will be present at the meeting.

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 #26 for the period ending 9/14/2014:

Invoices: 619,405.68
Payroll: 172,696.85
Total: 792,102.53

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>
\$619,405.68	\$172,696.85	\$792,102.53

ADOPTED on a Roll Call vote.

Ayes:

Nays:

Absent:

Abstain:

Vendor		Description	Amount
ABSOPURE WATER COMPANY	54760821	H & C COOLER RENTAL	8.00
ABSOPURE WATER COMPANY	54768758	C & C COOLER RENTAL - 26688 NUBOUR	6.00
ABSOPURE WATER COMPANY	54763457	C & C COOLER RENTAL - 25830 NUBOUR	6.00
ACCELA INC #774375	7689	MINUTETRAQ MONTHLY SUBSCRIPTION	349.00
ACCOUNTING CONSULTANTS, PC	8/31/14	CONSULTING SVC THROUGH AUGUST 31, 2014	2,340.00
AIRGAS GREAT LAKES	9921297056	WELDING SUPPLIES	49.46
AMERICAN ELECTRIC POWER	048-197-857-0-2	MARCELLUS HWY ST LIGHTS	10.15
AMERICAN ELECTRIC POWER	CDOW-201408_01	8/14 ENERGY	435,526.12
AMERICAN ELECTRIC POWER	049-501-336-1-3	CCWS - VANDALIA TOWER	29.87
AMERICAN ELECTRIC POWER	044-619-354-0-7	M-62 W LIFT STATION	45.75
AMERICAN WATER WORKS ASSOCIATION	00025544	SUBSCRIPTION RENEWAL	635.00
ARNT ASPHALT SEALING, INC	20069	ASPHALT REPAIR PATCHES	9,400.00
BANK OF AMERICA	9/18/14	DUPLICATE TAX PAYMENT	11.02
BENNETT, LARRY	09/16/2014	UB refund for account: 10-2480-3	129.18
BREATHING AIR SYSTEMS	0009434-IN	AIR CASCADE SYSTEM	318.75
BRUTSCHE CONCRETE PRODUCTS	83871	VET MARKER FOUNDATIONS	180.00
BURGET, MACIE	09/16/2014	UB refund for account: 15-2027-11	35.93
CANDACE DORSEY	9/04/14	R.A.D. TRAINING - BRADFORD	450.00
CAPITAL TIRE, INC	10120127	TIRES	802.82
CARRINGTON MORTGAGE	9/18/14	TAX BILL OVERPAYMENT	10.00
CARROT-TOP INDUSTRIES, INC.	23716600	SPECIAL EVENTS DISPLAY FLAG	80.72
CASS CNTY TRANSPORTATION AUTHORITY	1814	DISPATCHING SERVICES-AUGUST 2014	226.77
CASS COUNTY ROAD COMMISSION	801155	GRAVEL	147.75
CASS COUNTY TREASURER	9/8/14	2013 MSHDA RETURNS	5,568.54
CASTANEDA, AIDA	09/16/2014	UB refund for account: 16-4596-7	292.46
CHET NICHOLS, INC	498241	#148 - CHAIN LUBRICANT	7.48
CHET NICHOLS, INC	498567	GREASE FOR STOCK	45.50
CHET NICHOLS, INC	499837	#174 - RADIATOR CAPS	19.34
CHET NICHOLS, INC	499880	#174 - RADIATOR CAPS (CREDIT)	(19.34)
CHET NICHOLS, INC	499882	#174 - RADIATOR CAPS	10.55
CINTAS LOCATION #336	01904	MATS & UNIFORMS	455.56
CINTAS LOCATION #336	05625	MATS	98.89
CINTAS LOCATION #336	07833	MATS & UNIFORMS	416.64
COMCAST	8771402380126332	INTERNET SERVICE - FIRE DEPT	72.90
COMMUNITY ANSWERING SERVICE	262809152014	DISPATCHING SERVICES	242.20
CONESTOGA-ROVERS & ASSOCIATES	494688	NUBOUR INTERIM OPERATION, MAINT. AND	9,430.28
CREATIVE VINYL SIGNS	27433	RUSSOM PARK RULES & REGULATIONS SIGN	125.00
DEAN & SANDRA CLABORN	9/18/14	TAX BILL OVERPAYMENT	36.96
DORNBOS SIGN & SAFETY, INC	INV17122	WEIGHT LIMIT SIGNS - CASS AVE BRIDGE	110.64
DOUBLEDAY OFFICE PRODUCTS, INC	155993I	WIPES/PAPER/BATTERIES/FILE POCKETS	177.01
DOWAGIAC AUTO BODY	686	#101 - LEFT FRONT DOOR REAR VIEW MIRROR	159.00
DOWAGIAC DISTRICT LIBRARY	9/8/14	2013 MSHDA RETURNS	633.99
DOWAGIAC UNION SCHOOLS	9/8/14	2013 MSHDA RETURNS	2,173.54
DOWAGIAC UNION SCHOOLS	201415-61	REIMBURSE FUEL EXPENSES AUG 2014	7,309.58
DUST BUSTERS	10/14	CLEANING SERVICES 10/14	1,725.00
ELHORN ENGINEERING COMPANY	257708	CASS COUNTY WATER - CHEMICALS	278.00
ELM TRAINING, LLC	0908-14	BI-MONTHLY SAFETY TRAINING	180.00
ETNA SUPPLY	S101187099.001	PIPE GLUE	144.00
FERRIER, PENNY M	9/4/14	MUSEUM CLEANING SERVICE AUG 2014	331.50

Vendor		Description	Amount
FIA CARD SERVICES	8/21/14	MML CONVENTION REFUND	(299.00)
FIA CARD SERVICES	000001	ECON DEV MEETING	25.73
FIA CARD SERVICES	8/18/14	2014 MML CONVENTION	2,160.00
FIA CARD SERVICES	8/21/14	ECON DEV MEETING	15.19
FIA CARD SERVICES	9/05/14	ECON DEV MEETING	18.63
FIA CARD SERVICES	1377001019	FAX SERVICE - LIFT STA REPORTS	24.99
FIA CARD SERVICES	401042	LODING - HOLD ROOM - COCM	116.00
FIA CARD SERVICES	330631009	FAX SERVICE - LIFT STATION ALARMS	24.99
FIA CARD SERVICES	ARI 194255	BLOWERS - WWTP	411.28
FIA CARD SERVICES	BBY01-	BACKUP CAMERA/MONITOR	305.99
FIA CARD SERVICES	25326981-1	25OCT COSEQUIN DS CHEWABLE - PD (CESSY)	74.99
FIA CARD SERVICES	206C2310057	LICENSE PLATE RENEWAL - V#PD 6002	105.06
FIRE FINDINGS, L.L.C.	9/05/14	TRAINING - GOLLNICK	850.00
FIRST ADVANTAGE LNS OCC HEALTH	2502671408	CDL RANDOM DRUG TEST FEE	49.50
GLOBAL TELEMATIC SOLUTIONS, LLC	16016	VEHICLE TRACKING SERVICE	220.00
GRAMES TIRE & BATTERY, INC	3379	#1 - TIRE REPAIR	16.95
GREATER DOWAGIACCHAMBER OF COMMERCE	9/9/14	2014-2015 MEMBERSHIP DUES	120.00
GREATER DOWAGIACCHAMBER OF COMMERCE	9/4/14	SPONSORSHIP OF FALL FESTIVAL	100.00
GREEN TREE OUTSOURCING	9/18/14	DUPLICATE TAX PAYMENT	891.01
GUARDIANSHIP & ALTERNATIVES	09/16/2014	UB refund for account: 12-2668-5	94.14
HACH COMPANY	2106195	CREDIT - RETURNED ITEM	(338.00)
HAGGIN FORD & MERCURY INC	224545	PD V#091 LOCK REPAIR	238.67
HALE'S HARDWARE, INC	A11243	SHIPPING FOR WATER SAMPLES	84.20
HALE'S HARDWARE, INC	D57656	WWTP SUPPLIES	30.72
HALE'S HARDWARE, INC	D57774	MAILING ANNUAL WATER SAMPLES - SECURIT	25.76
HALE'S HARDWARE, INC	C86395	SUPPLIES	88.41
HALE'S HARDWARE, INC	C87573	POSTAGE - NPDES TESTING	12.28
HALE'S HARDWARE, INC	D57871	CONDUIT/ELBOWS	11.22
HALE'S HARDWARE, INC	C86584	GLOVES/BULB	33.12
HALE'S HARDWARE, INC	B58591	SHOVEL/PVC CEMENT	28.11
HALE'S HARDWARE, INC	D57572	TAPE MEASURES/SHOVELS	65.40
HALE'S HARDWARE, INC	D57575	BOWL CLEANER/LYSOL CLEANER	19.83
HAMMAN, CHELSSE	09/16/2014	UB refund for account: 05-0131-9	18.99
HANSON BEVERAGE SERVICE	006541	LABORATORY WATER - WWTP	40.50
HARTLINE, BOBBIE JO	9/12/14	REIMBURSEMENT - CITY COUNCIL WORKSHOP	60.43
HARTLINE, BOBBIE JO	9/01/14	CONSULTATION SERVICES	88.00
HI-TECH SMR COMMUNICATIONS	22136	REPLACE ANTENNA (#220)	160.00
HILL TRUCK SALES, INC	470538	#11 - LOW AIR PRESSURE ALARM	10.83
HUNT, MAXINE	09/16/2014	UB refund for account: 08-2443-6	14.22
JIM D'S BODY SHOP, INC	072914	#132 - BUMPER REPAIRS	1,185.09
JUDD LUMBER COMPANY, INC	1409-620120	OFFICE SUPPLIES	39.98
JUDD LUMBER COMPANY, INC	1409-620593	CEMENT/PUTTY KNIFE	6.78
KOSHAR, STEVE	09/16/2014	UB refund for account: 11-1167-5	96.49
KOTZ SANGSTER WYSOCKI P.C.	3023M	LEGAL SERVICES	4,976.91
LAGROW, CINDY	10/14	ECONOMIC DEVELOPMENT SERVICES 10/14	2,060.00
LEWIS CASS INTERMEDIATE SCHOOL	9/8/14	2013 MSHDA RETURNS	1,997.72
MAXIMUM FIRE PROTECTION	2155	RECHARGE FIRE EXTINGUISHER	25.00
MAXIMUM FIRE PROTECTION	2154	RECHARGE FIRE EXTINGUISHERS	100.00
MECHANICAL INSPECTORS ASSOCIATION	9/8/14	FALL CONFERENCE REGISTRATION/LODGING -	225.00

Vendor		Description	Amount
MI MUNICIPAL RISK MANAGEMENT	M0001210	AUTO/LIABILITY INS-QTRS ENDING 7/1/14 -	35,802.50
MICHIGAN STATE POLICE-CASHIERS OFC	551-426416	TRAINING - HOMICIDE (WIGGINS)	125.00
MICHIGAN TRANSIT POOL	740134	REIMBURSE MTP FOR TAPTCO TRAINING DVD	840.00
MIDWEST GLASS & MIRROR	46066	CH - GLASS DOOR REPAIR	435.00
MIKE SCHRADER	9/9/14	REIMBURSE HANGAR SECURITY DEP	102.00
MILLER, CANFIELD, PADDOCK AND STONE	1256459	EMPLOYMENT MATTERS	650.00
MIRACLE MIDWEST	9/04/14	FINAL PLAYGROUND PAY APPLICATION -	10,181.70
MUD-LUSCIOUS	09/16/2014	UB refund for account: 15-2004-6	117.29
NATION STAR MORTGAGE LLC	9/18/14	DUPLICATE TAX PAYMENT	486.59
OCWEN LOAN SERVICES	9/18/14	INCORRECT AMOUNT SENT	565.32
PARAGON LABORATORIES, INC	42078-81868	REG'D HPDES TESTING - WWTP	850.00
PARAGON LABORATORIES, INC	42078-81875	REG'D NPDES TESTING - WWTP	145.00
PETERS CONSTRUCTION COMPANY	WO6359	MH INSTALL - MIDDLE CROSSING PATHWAY	3,136.00
PETTY CASH	9/8/14	DOWAGIAC PD PETTY CASH REIMBURSEMENT	57.80
POKAGON FUND	9/11/14	RETURN OF UNUSED FUNDS FROM MUSEUM	1,039.70
POWER LINE SUPPLY, INC	5860066	LED ROADWAY FIXTURES - FRONT ST/E	6,461.52
POWER LINE SUPPLY, INC	5860168	LIGHTNING ARRESTERS/CRIMPITS - STOCK	125.93
POWER LINE SUPPLY, INC	5860167	THIMBLE CLEVIS - STOCK	55.08
POWERNET GLOBAL COMMUNICATIONS	32655273	LONG DISTANCE SERVICE 8/12 - 9/12/14	117.50
PREFERRED PRINTING, INC	27330	POST CARDS - 2014 FALL LECTURE SERIES	177.50
QUILL CORPORATION	5868665	DART - EMERGENCY SPILL KITS	63.96
RANDY LEE HATFIELD	9/18/14	REIMBURSEMENT - PERMIT CAN ONLY BE TAKEN	64.25
REAL PRO SOLUTIONS, LLC	LM2206	BLIGHT MOWING	58.00
REAL PRO SOLUTIONS, LLC	1506	BLIGHT MOWING	179.80
REAL PRO SOLUTIONS, LLC	LM2205	CCWS - MOW VANDALIA TOWER	70.00
REAL PRO SOLUTIONS, LLC	LM2204	CCWS - MOW PENN TWP PUMP HOUSES	90.00
REAL PRO SOLUTIONS, LLC	LM2211	BLIGHT MOWINGS	87.00
RHOADES MCKEE	245526	ENVIRONMENTAL-LANDFILL	1,437.50
RIETH-RILEY CONSTRUCTION COMPANY	7170191	ASPHALT	102.37
RIETH-RILEY CONSTRUCTION COMPANY	7170212	ASPHALT	214.53
RIETH-RILEY CONSTRUCTION COMPANY	7170225	ASPHALT	114.89
ROBLES, JACQUELINE	09/16/2014	UB refund for account: 13-1704-9	117.59
SAYLOR, SCOTT	000001	MOW - METERING STATION	30.00
SAYLOR, SCOTT	000002	MOW - TELEGRAPH SUBSTATION	30.00
SAYLOR, SCOTT	000003	MOW - POPLAR SUBSTATION	50.00
SAYLOR, SCOTT	000004	MOW - RUDOLPHI WATER TOWER	45.00
SAYLOR, SCOTT	000005	MOW - WWTP GROUNDS	175.00
SCHERER, JOE DBA LONELY PI	10/14	10/14 INT PMT ACCT 7508450033	6,174.53
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SVC 7/31 - 8/29/14	12.44
SEMCO ENERGY GAS COMPANY	0149089.500	GAS SVC 8/4 - 9/3/14	12.44
SEMCO ENERGY GAS COMPANY	0147944.500	GAS SVC 8/1 - 9/2/14	12.44
SEMCO ENERGY GAS COMPANY	0149077.500	GAS SVC 8/4 - 9/3/14	21.93
SEMCO ENERGY GAS COMPANY	0148902.500	GAS SVC 8/4 - 9/3/14	12.44
SEMCO ENERGY GAS COMPANY	0149080.500	GAS SVC 8/4 - 9/3/14	20.02
SEMCO ENERGY GAS COMPANY	0146763.501	GAS SVC 8/1 - 9/2/14	48.14
SMOKE VISION CARE	9/11/14	FACADE INCENTIVE PAYMENT	2,000.00
SOUTHWESTERN MICHIGAN COLLEGE	9/8/14	2013 MSHDA RETURNS	2,650.11
STATE OF MICHIGAN-DEPT OF TREASURY	9/8/14	2013 MSHDA RETURNS	26,141.42
STOUT, ANNE	09/16/2014	UB refund for account: 14-2162-2	2.62

Vendor		Description	Amount
TED & MARTHA WALLACE	9/12/14	AWARD AMOUNT	750.00
THE RIDGE COMPANY	581171	#148 - RADIATOR HOSE	15.29
THE RIDGE COMPANY	581247	#102 - FIRST AID KIT	9.88
THE RIDGE COMPANY	581249	AIRPORT TRUCK - FIRST AID KIT	9.88
THE RIDGE COMPANY	581364	CIRCUIT TESTER/GREASE COUPLER	12.58
THE RIDGE COMPANY	581821	RADIATOR CAPS/COOLANT RESERVOIR - #174	16.91
THE RIDGE COMPANY	581861	RADIATOR CAPS #174	4.12
THE VERDIN COMPANY	00029054	DT CLOCK - NEW CONTROLLER (FINAL)	1,897.50
TIPSY-GYPSY	09/16/2014	UB refund for account: 15-1984-8	149.63
TOUGH GUY ENTERPRISES	35680	RADIATOR REPAIR - #174	625.00
TOWNLEY, JAMES	09/16/2014	UB refund for account: 15-2171-1	51.65
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT JUL 19 - AUG 18	60.00
TRUE'S SERVICE, INC	126276	RIM & WHEEL CHANGE/TIRE WEIGHTS - #2-20	13.50
UNDERGROUND PIPE & VALVE, INC	1003945	DUO SLEEVES - STOCK	720.00
US BUSINESS SYSTEMS, INC	IN38806	UTILITIES PRINTER MAINT.	1,214.67
US BUSINESS SYSTEMS, INC	IN38807	POLICE PRINTER MAINT.	783.55
US BUSINESS SYSTEMS, INC	IN38808	PRINTER MAINT. UTILITIES/C.M.	468.42
USA BLUEBOOK	439725	NEW CHLORINE SYSTEM - WWTP	6,151.48
VANDERVRIES, EDWARD	10/14	ASSESSING SERVICES 10/14	1,775.00
VERIZON WIRELESS	9730935056	TABLET - MONTHLY FEE	146.18
VERIZON WIRELESS	9730935072	AMERIWOOD MODEMS	430.30
VERIZON WIRELESS	9730925449	MIFI CARD - MONTHLY SUBSCRIPTION	228.06
WASTE MANAGEMENT OF MICHIGAN	8367534-1710-1	DUMPSTERS/TRASH CART 9/14	494.14
WASTE MANAGEMENT OF MICHIGAN	7360865-2529-1	WWTP - SLUDGE DISPOSAL	3,182.00
WEST SIDE TRACTOR SALES	U17020	#150 - FUEL FILTER/FILTER ELEMENT	152.04
WEST, ROBERT E	09/16/2014	UB refund for account: 11-1581-23	65.78
WILSON, JANE	09/16/2014	UB refund for account: 04-0242-5	137.92
WILTSE FENCING & KENNELS, INC	1307	MISC. FENCE REPAIR	683.00
WIMBERLEY, CHARLES	09/16/2014	UB refund for account: 08-0704-2	6.23
WOLVERINE ELECTRICAL CONTG INC	21435	TRAFFIC SIGNAL REPAIR - LOWE/PR RONDE	86.50
Total:			619,405.68