

REGULAR MEETING OF THE DOWAGIAC CITY COUNCIL

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

Monday, September 23, 2013, 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 – August 27, 2013
- QUESTIONS FROM CITY COUNCIL –
- COMMENTS FROM THE AUDIENCE (NON-AGENDA) –
- COMMENTS FROM THE AUDIENCE (AGENDA) –
- COMMUNICATION –
1. Homecoming Parade, September 27, 2013
 2. Borgess Tree of Love Lighting Ceremony, December 4, 2013
- PUBLIC HEARING –
1. Public hearing to receive comments on a proposed 2013 Biennial Energy Optimization Plan.
- APPOINTMENT –
1. Zoning Board of Appeals – Recommended by Mayor and offered by Mayor Pro-Tem:
Re-appoint Edward Booth for a term expiring October 2016.
Re-appoint James Sayer for a term expiring October 2016.
- RESOLUTIONS –
1. Resolution to authorize submission of the 2013 Biennial Energy Optimization Plan.

2. Resolution to approve an agreement for the conditional transfer of lands in Pokagon Township to the City of Dowagiac in accordance with P.A. 425 of 1984.
3. Resolution to authorize an installment purchase agreement for the Front and Main Building Condominium Project.
4. Resolution to set a public hearing on October 28, 2013 at 7:00 p.m. to receive public comment on the proposed Wastewater Treatment Plant improvements project.
5. Resolution authorizing an interfund loan from the Electric Fund to the Solid Waste Fund.
6. Resolution authorizing an amendment to the City's Classification and Compensation System.
7. Resolution to authorize budget amendments for FY 2012-13 through the period September 30, 2013.
8. Resolution to establish the official date and time for "Trick or Treat" activities within the City of Dowagiac.
9. Resolution to authorize and direct the City Treasurer to pay the following bills and payrolls due: (Roll Call)

BILLS
\$719,733.38

PAYROLL (26)
\$171,462.26

TOTAL
\$891,195.64

ORDINANCES –

CITY MANAGER REPORT ON QUESTIONS FROM COUNCIL FROM PREVIOUS MEETINGS –

COMMENTS FROM CITY OFFICIALS –

ADJOURNMENT –

Kevin P. Anderson
City Manager

Attachments

DOWAGIAC CITY COUNCIL MEETING

Monday September 9, 2013

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

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

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

ABSENT: Mayor Donald D. Lyons; Councilmember Lori A. Hunt

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

Councilmember Dodd moved and Councilmember Burling seconded that the minutes of the August 26, 2013 meeting be approved.

Approved unanimously.

COMMENTS FROM THE AUDIENCE (NON-AGENDA)-

Rev. Jerri Porter, CONNER-MAYO A.M.E. CHURCH, 505 N. Front St.

COMMUNICATIONS-

1. Under the Harvest Moon Festival, October 12, 2013

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

Approved unanimously.

PUBLIC HEARING-

1. Public hearing to receive public comment regarding funds for a downtown rental rehabilitation grant.

Marilyn Smith gave background information on the grant.

Mayor Pro-Tem Laylin opened the public hearing at 7:15 p.m.

Junior Oliver, 416 Chestnut St.

There being no further public comment, Mayor Pro-Tem Laylin closed the public hearing at 7:16 p.m.

CITY MANAGER REPORT-

DOWAGIAC CITY COUNCIL MEETING

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1. Authorize a purchase order with Synagro Central LLC for cleaning the retention pond at the wastewater treatment plant.

From the City Manager:

CLEANING STORM WATER RETENTION POND-WASTEWATER TREATMENT PLANT

The City's wastewater treatment plant has large retention areas to deal with peak flows. Periodically, these areas need to be cleaned to assure that maximum storage is available should large storm water events occur. It has been nearly a decade since the ponds were last cleaned and part of the City's operating permit requires that this work be done.

It is expected that this work will be completed in the fiscal year 2013-14.

RECOMMENDATION

I recommend that City Council authorize a purchase order with Synagro Central LLC in the amount of \$37,125 to perform the above-noted work per the attached agreement.

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

ADOPTED unanimously.

RESOLUTIONS-

1. Resolution to authorize the City Manager to apply for a downtown rental rehabilitation application through the MSHDA Housing Resource Fund.

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

DRR (Downtown Rental Rehabilitation) HOUSING RESOURCE FUND

WHEREAS, the City of Dowagiac is interested in continuing its efforts to provide affordable rental housing opportunities for its low-to-moderate income residents; and

WHEREAS, the City of Dowagiac Council Members recommend that the City of Dowagiac support applications for DRR funds for rehabilitation of downtown commercial and rental buildings to promote the viability of the downtown district; and

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Monday September 9, 2013

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WHEREAS, the City of Dowagiac Council Members are requesting the application not to exceed \$500,000.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac Council Members authorize preparation of the application for funding through the Michigan State Housing Development Authority's Housing Resource Fund.

ADOPTED unanimously.

2. Resolution to authorize the City Manager to apply for a DIG Grant with the MEDC for downtown infrastructure improvements.

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

**CITY OF DOWAGIAC
PART 1 APPLICATION FOR A
COMMUNITY DEVELOPMENT BLOCK GRANT FOR
DOWNTOWN INFRASTRUCTURE GRANT PROGRAM**

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

WHEREAS, the Michigan Economic Development Corporation (MEDC) announced Community Development Block Grants (CDBG) through the Downtown Infrastructure Grant (DIG) Program; and

WHEREAS, the City of Dowagiac qualifies for the CDBG funding based on the City's 56.0% low and moderate income status and other factors; and

WHEREAS, the City of Dowagiac will be submitting a pre-application (Part 1 Application) for burying utilities, improvements to parking areas, pedestrian accessibility and public art as detailed in the application with an expected costs of \$_____;
and

WHEREAS, the proposed infrastructure improvements meet the goals and the grant program and are consistent with the City's Master Economic Development Plan; and

WHEREAS, the City of Dowagiac intends to request funding assistance from the CDBG Program and must designate a Certifying Officer and responsible Official; and

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WHEREAS, the City of Dowagiac must commit local funds as a match for the proposed project funding by the CDBG-DIG program.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac by the affirmative vote of its City Council, hereby designates, Kevin P. Anderson, City Manager, as the Certifying Officer for the Environmental Review and the Authorized Government Official to execute the documents for the City of Dowagiac.

BE IT FURTHER RESOLVED that the City will commit local funds up to \$_____ from the Electric Utility Fund and Capital Improvement Funds as a local match if awarded CDBG grants funds, for which the amounts and availability will be available and encumbered immediately upon receipt of the grant award.

ADOPTED unanimously.

3. Resolution to authorize a Transit Dispatching Agreement between the City of Dowagiac and the Cass County Transportation Authority.

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

WHEREAS, the City of Dowagiac currently dispatches Dial-A-Ride Transit buses in-house with a full-time employee; and

WHEREAS, Dial-A-Ride Transit dispatching does not require an on-site presence in order to operate effectively and efficiently; and

WHEREAS, the City and the Cass County Transportation Authority (CCTA) have negotiated a "Transit Dispatching Agreement between the City of Dowagiac and the Cass County Transportation Authority"; and

WHEREAS, the Agreement calls for dispatching services to be provided through CCTA's qualified third party operator, Transportation Management, Inc., from September 16, 2013 through September 30, 2014.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes execution of a Transit Dispatching Agreement between the City of Dowagiac and the Cass County Transportation Authority.

ADOPTED unanimously.

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4. Resolution to authorize budget amendments for FY 2012-13 through the period August 31, 2013.

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

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

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

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

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

ADOPTED unanimously.

5. Resolution to amend and extend a six-month contract with Gary Carlile to continue his contractual employment services as Airport Manager and Park Consultant for the City.

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

WHEREAS, Gary Carlile is currently employed by the City of Dowagiac on a contract basis as Director of the Dowagiac Municipal Airport and planning and consulting services in the area of parks and open space planning; and,

WHEREAS, both the City and Mr. Carlile mutually agree that it would be beneficial for Mr. Carlile to continue those current responsibilities; and,

WHEREAS, the City and Mr. Carlile would like to extend and amend the current agreement to employ Mr. Carlile as Airport Director.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby authorizes execution of an employment agreement (Exhibit A) between the City of Dowagiac and Gary Carlile for services as Airport Director of the Dowagiac Municipal Airport and for planning and consulting services in the area of parks and open space planning.

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ADOPTED unanimously.

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

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

WHEREAS, the following information has been reviewed by the City Manager and City Treasurer and is being presented to City Council with a recommendation to approve invoices and payroll #25 for the period ending 9/5/13:

Invoices: 213,136.27
Payroll: 113,915.72
Total: \$327,051.99

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
\$213,136.27	\$113,915.72	\$327,051.99

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: One (1) Hunt

Abstain: None (0)

ORDINANCES-

1. Second reading of an ordinance to amend Chapter 38, "Environment", Nuisances, Division 7, Noise control, Section 38-112(a), be amended by its repeal and the adoption of a new Section 38-112(a).

Moved by Councilmember Dodd and seconded by Councilmember Schuur for adoption at the August 26, 2013 meeting is now presented to the Council for a second reading and vote.

ADOPTED on a roll call vote.

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Moved by: Dodd

Seconded by: Schuur

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

Nays: None (0)

Absent: One (1) Hunt

Abstain: None (0)

Upon motion by Councilmember Burling and seconded by Councilmember Dodd, the Dowagiac City Council adjourned at 7:34 p.m.

Leon D. Laylin, Mayor Pro-Tem

James E. Snow, City Clerk

Dowagiac Union High School Student Senate

StudentSenate@DowagiacSchools.org • (269)782-4420 • DowagiacSchools.org

Dowagiac Union High School
Student Senate
C/O Nicholas Bogen
701 W. Prairie Ronde
Dowagiac, Mi. 49047
August 6, 2013

City of Dowagiac, Mi.
Dowagiac City Council
C/O City Manager Kevin Anderson
241 S. Front St.
Dowagiac, Mi. 49047

Dear Dowagiac City Council:

The Dowagiac Union High School Student Senate submits a revised route for the 2013 Homecoming Parade for city approval. The parade is set to take place on September 27th, 2013 at approximately 5:30PM. This route has been changed from the previous years. This route was created after concern of safety and traffic flow during previous parades. Dowagiac Public Safety Director Steve Grinnwald and Dowagiac Union High School Student Senate President Nicholas Bogen have composed the new route. The route is as below:

- Parade Start: Dowagiac Union High School Parking Lot
- Travels east on Green St. near First United Methodist Church.
- The parade will then head east on W. Wayne St.
- Parade units will then head south on Orchard St.
- After travelling on Orchard St., the parade will head on Spruce St. towards Chris Taylor Alumni field where the parade will conclude.

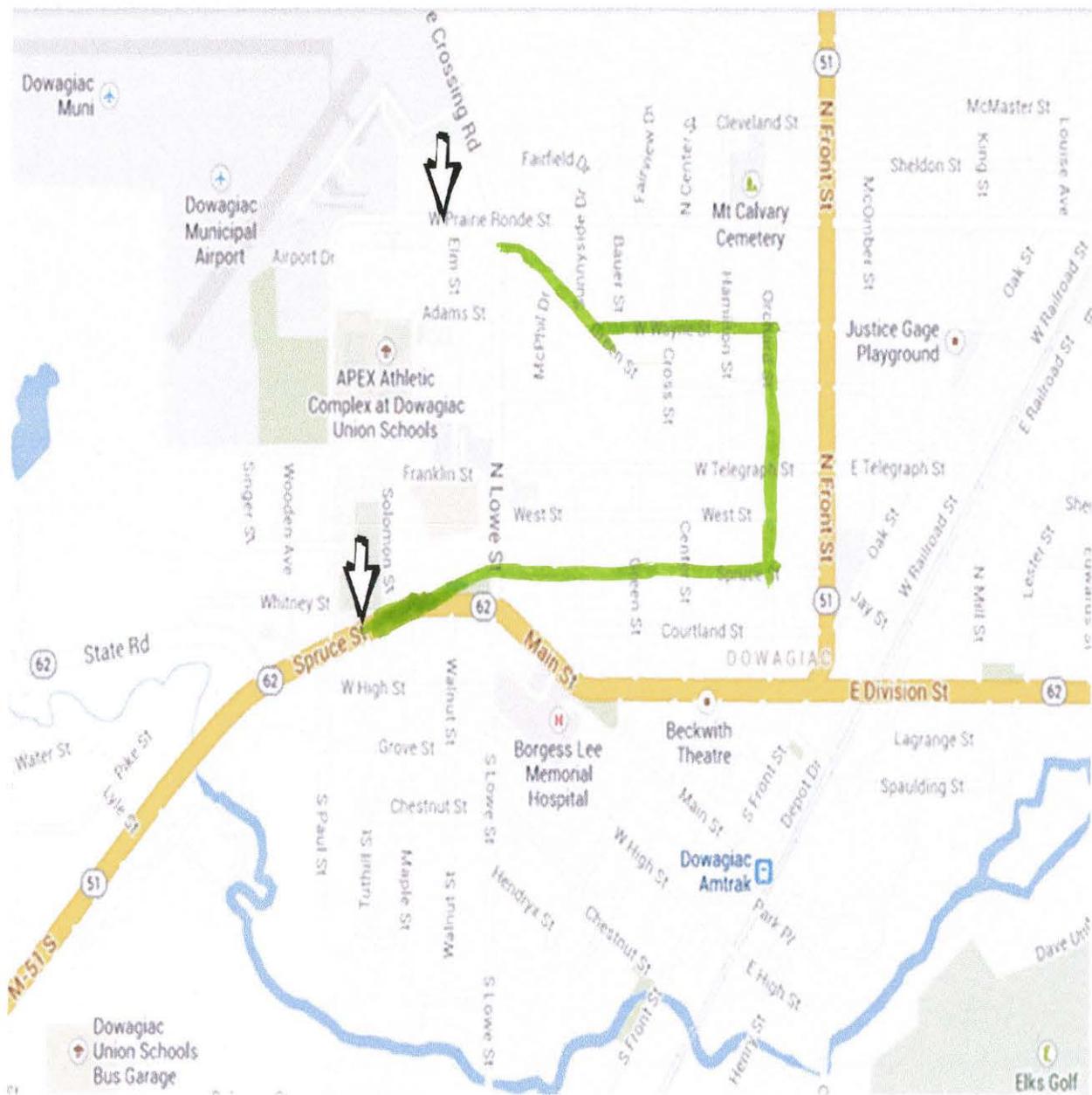
There is a map attached for review

Thank you for your continued support of the Dowagiac Union High School Homecoming Parade for over the past years. Please consider this route and contact Dowagiac Union High School's Student Senate by e-mailing studentsenate@dowagiacschools.org if approved, denied, or if any questions or concerns need to be addressed.

Sincerely,



Nicholas Bogen
President, Dowagiac Union High School Student Senate



CITY OF DOWAGIAC
EVENT APPROVAL FORM

Name of Event: Dowagiac Union Schools Homecoming Parade
Date(s) of Event: September 27, 2013
Sponsoring Organization: DUHS Student Senate
Contact Person(s): Nicholas Bogen, President
Contact Person's Telephone: 782-4420

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 *[Signature]* Date 9-17-13

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature *[Signature]* Date 9-17-13

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature *[Signature]* Date 9-19-13

September 20, 2013

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 to use 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 2013 Borgess Tree of Love campaign, and we again ask the City of Dowagiac if we could use 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. 4, 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,

A handwritten signature in black ink that reads "Michael L. Smith". The signature is written in a cursive style.

Mike Smith
Marketing
Borgess-Lee Memorial Hospital

cc: Sue Watson

CITY OF DOWAGIAC
EVENT APPROVAL FORM

Name of Event: Borgess Tree of Love Lighting Ceremony
Date(s) of Event: December 4, 2013
Sponsoring Organization: Borgess-Lee Memorial Hospital
Contact Person(s): Mike Smith, Marketing
Contact Person's Telephone: 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 *M. Schie* Date 9/20/13

DEPARTMENT OF PUBLIC SERVICES:

Approval Approval with conditions Denial

Comments: _____

Signature *James Bedford* Date 9-20-13

DOWNTOWN DEVELOPMENT AUTHORITY:

Approval Approval with conditions Denial

Comments: _____

Signature *V. Phillips* Date 9-20-13

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 20, 2013

SUBJECT: Appointments to Boards and Commissions

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

Zoning Board of Appeals

- ✓ Reappoint Edward Booth for a term expiring October 2016.
- ✓ Reappoint James Sayer for a term expiring October 2016.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 20, 2013

SUBJECT: Energy Optimization Plan Update

In 2008 the State Legislature created requirements for all electric providers in the State of Michigan to develop and implement an Energy Optimization Plan (EOP). The Michigan Public Service Commission requires that EOPs be updated every two years.

The implementation of the current plan meets the State's standards and this updated plan intends to build on it. To date, utility rates that were established to support these required activities have been sufficient. We will adjust rates in 2013 to make sure costs and revenues for implementation of the EOP continue to align state requirements.

A public hearing is required to receive comments on the proposed plan and written comments may be submitted to the Michigan Public Service Commission on or before the hearing. Notice of the hearing and solicitation of comments have been published.

RECOMMENDATION

Hold a public hearing to receive any suggestions and concerns from the public. Pass a resolution to adopt the Energy Optimization Plan for submittal to the Michigan Public Service Commission no later than September 30, 2013.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Public Hearing Notice
- Draft EOP

Resolution #1
September 23, 2013

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

WHEREAS, pursuant to Public Act 295 of 2008, the State of Michigan requires that electric
and gas utility providers develop a Renewable Energy Plan; and

WHEREAS, the City of Dowagiac developed the initial Renewable Energy Plan in May 2009;
and

WHEREAS, Public Act 295 of 2008 requires that the plans be periodically updated; and

WHEREAS, City Council held a public hearing on September 23, 2013 to gather input into the
proposed updated plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac does hereby authorize
the updated Renewable Energy Plan as presented by staff.

ADOPTED/REJECTED

Notice of Public Hearing and for Opportunity to Comment

The Clean, Renewable, and Efficient Energy Act of 2008 (Public Act 295) requires electric utilities in Michigan to develop and implement plans to obtain at least 10% of the electricity furnished to retail customers from renewable energy resources by 2015. Utilities are also required to reduce consumption of electricity by instituting energy optimization measures such as providing incentives to customers to use more energy efficient equipment and devices and instituting other energy conservation measures.

The City of Dowagiac has developed an updated Renewable Energy Plan as required by law. Copies of the plans may be obtained from the Department of Public Services, 241 S. Front St., Dowagiac, MI 49047, and on the City's website: www.cityofdowagiac.com.

A public hearing to receive comments on the proposed plan will be held on September 23, 2013 at **7:00 p.m.** at City Hall Chambers located at 241 S. Front St., Dowagiac, MI 49047.

Written comments may be submitted to the Department of Public Services, P.O. Box 430, 241 S. Front St., Dowagiac, MI, 49047, before **3:00 p.m.** that same day. Comments may be emailed to DPS_Service_Request@dowagiac.org.

Written comments will be sent to the Michigan Public Service Commission. A summary of oral comments presented at the public hearing will also be sent to the Michigan Public Service Commission.

DATED: September 12, 2013

James E. Snow, City Clerk



INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin Anderson
City Manager

FROM: Susan Watson
DPS Administrative Assistant

DATE: September 19, 2013

RE: Public Hearing for the updated Renewable Energy Plan

Attached is a copy of the City of Dowagiac's updated Biennial Renewable Energy Plan (REP), for which we are holding a public hearing on Monday, September 23, 2013.

The Clean, Renewable, and Efficient Energy Act of 2008 (PA 295) requires that all municipal electric utilities in Michigan develop and implement plans to obtain at least 10% of the electricity furnished to retail customers from renewable energy resources by 2015 (via development of an REP; submitted and approved in August 2013). Copies of the Biennial REP are available on the city's website: www.cityofdowagiac.com.

The City of Dowagiac will have the required Renewable Energy Credits (RECs) for the REP to comply with PA 295. The City of Dowagiac receives its Renewable Energy Credits (RECs) from our wholesale purchase power supplier, American Electric Power (AEP).

A public hearing is required to receive comments on the proposed plan and written comments must be submitted to the Department of Public Services at or before the hearing. Notice of the hearing and solicitation of comments were published in the *Dowagiac Daily News* on September 12, 2013. All comments, written and oral, will be sent to the Michigan Public Service Commission for review and consideration before the September 30, 2013 deadline.

Should you have any questions or comments, please advise.

:sw

DOWAGIAC DEPARTMENT OF PUBLIC SERVICES

**RENEWABLE ENERGY PLAN
U-16609**

JUNE, 2013

- Based on this Renewable Energy Plan (REP) the Dowagiac Department of Public Services (City) will have the required Renewable Energy Credits (RECs) for the REP time period of 2013-2029 thereby complying with PA 295.
- The sole source of RECs is the City's wholesale power supplier, Indiana Michigan Power Company (I&M). I&M does not charge the City any incremental costs for renewable energy credits. The City, therefore, will also not incur any incremental costs of compliance with PA 295.
- The City will not exceed the renewable energy surcharge caps specified in PA 295 as none are planned to be charged.
- The financial impact of this REP to the City's customers will be minimized.
- The City will comply with Section 45 of PA 295 which refers to methods of notification to customers charges, if any, for costs associated with its REP.

	A	B	C	D	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W					
1	DOWAGIAC						ATTACHMENT C - RENEWABLE ENERGY PLAN SURCHARGE SUMMARY FOR MUNICIPAL UTILITIES																	
2																								
3	ITEM	Units			2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027					
4	Sales Forecast - 3 yr running average	MWH			65,968	65,560	66,506																	
5	10% Compliance Factor				0.10	0.10	0.10																	
6	RPS Requirement	MWH			6,597	6,556	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651				
7																								
8	RECS - RPS Required	RECS			6,597	6,556	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651				
9	RECS - PRE-REP (BASELINE)	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
10	RECS - Incremental Difference	RECS			6,597	6,556	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651				
11																								
12	FACTOR				0.33	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				
13	Required New RECS	RECS			2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651				
14																								
15	RPS Renewable Energy Credit Compliance																							
16	RECS CARRIED OVER	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
17	RECS OBTAINED (NEW)	RECS			2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651				
18	RECS OBTAINED (BASELINE)	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
19	REC PURCHASES / (SALES) FROM OTHER SOURCES	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
20	TOTAL REC SOURCES				2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651				
21																								
22	REQUIRED RECS (BASELINE PLUS NEW)	RECS			2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651				
23	RECS CUMULATIVE BALANCE	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
24																								
25	Incremental Compliance with New RECS	%			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%				
26	Compliance % with Cumulative REC Balance	%			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%				
27																								
28	Revenue Requirements for New Renewables																							
29	Build (see project sheets for information)	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
30	PPA	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
31	REC Purchases (Sales)	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
32	Total	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
33																								
34	RECs Obtained																							
35	Generation Based																							
36	Build (see project sheets for information)	MWH			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
37	PPA	MWH			2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651				
38	Subtotal	MWH			2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651				
39	Purchase (Sold) From New RECS	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
40	Incentive (SB 213 Sec 39 (2))	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
41	Total	RECS			2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651				
42																								
43	Amount recovered through PSCR																							
44	Transfer price x volume of energy (see INCR COST sheet) - DNA	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
45																								
46	Incremental Cost of Compliance (see INCR COST sheet) - DNA	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
47																								
48	Additional investment above PA 295 requirements	\$																						
49																								
50	Non-Volumetric Surcharge																							
51	Meter (or customer) Forecast (Number)																							
52	RESIDENTIAL	NO.			2,201	2,207	2,213	2,218	2,224	2,229	2,235	2,240	2,246	2,252	2,257	2,263	2,268	2,274	2,280	2,286				
53	COMMERCIAL	NO.			823	823	823	823	823	823	823	823	823	823	823	823	823	823	823	823	823			
54	INDUSTRIAL	NO.			33	33	33	33	33	33	33	33	33	33	33	33	33	33	33	33				
55	STREETLIGHTS	NO.			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
56	UNMETERED	NO.			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
57	TOTAL METERS	NO.			7,024	7,027	7,030	7,033	7,037	7,040	7,043	7,047	7,050	7,053	7,057	7,060	7,063	7,066	7,070	7,074				
58																								
59	Maximum Surcharge (all rate classes at caps)																							
60	RESIDENTIAL	\$			\$ 3.00	\$ 6,604	\$ 6,621	\$ 6,638	\$ 6,654	\$ 6,671	\$ 6,687	\$ 6,704	\$ 6,721	\$ 6,738	\$ 6,755	\$ 6,771	\$ 6,788	\$ 6,805	\$ 6,822	\$ 6,839				
61	COMMERCIAL	\$			\$ 16.58	\$ 13,645	\$ 13,645	\$ 13,645	\$ 13,645	\$ 13,645	\$ 13,645	\$ 13,645	\$ 13,645	\$ 13,645	\$ 13,645	\$ 13,645	\$ 13,645	\$ 13,645	\$ 13,645	\$ 13,645				
62	INDUSTRIAL	\$			\$ 187.50	\$ 6,188	\$ 6,188	\$ 6,188	\$ 6,188	\$ 6,188	\$ 6,188	\$ 6,188	\$ 6,188	\$ 6,188	\$ 6,188	\$ 6,188	\$ 6,188	\$ 6,188	\$ 6,188	\$ 6,188				
63	STREETLIGHTS	\$			\$ 0.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
64	UNMETERED	\$			\$ 0.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
65	Total	\$			\$ 26,437	\$ 26,454	\$ 26,470	\$ 26,487	\$ 26,504	\$ 26,520	\$ 26,537	\$ 26,554	\$ 26,571	\$ 26,587	\$ 26,604	\$ 26,621	\$ 26,638	\$ 26,655	\$ 26,672	\$ 26,689				
66																								
67	PLANNED SURCHARGE																							
68	RESIDENTIAL	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
69	COMMERCIAL	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
70	INDUSTRIAL	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
71	STREETLIGHTS	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
72	UNMETERED	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
73	Total	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

	A	B	C	D	X	Y	Z	AA
1	DOWAGIAC							
2								
3	ITEM	Units			2028	2029		
4	Sales Forecast - 3 yr running average	MWH						
5	10% Compliance Factor							
6	RPS Requirement	MWH			6,651	6,651		
7								
8	RECS - RPS Required	RECS			6,651	6,651		
9	RECS - PRE-REP (BASELINE)	RECS			-	-		
10	RECS - Incremental Difference	RECS			6,651	6,651		
11								
12	FACTOR				1.00	1.00		
13	Required New RECS	RECS			6,651	6,651		
14								
15	RPS Renewable Energy Credit Compliance							
16	RECS CARRIED OVER	RECS			-	-		
17	RECS OBTAINED (NEW)	RECS			6,651	6,651		
18	RECS OBTAINED (BASELINE)	RECS			-	-		
19	REC PURCHASES / (SALES) FROM OTHER SOURCES	RECS			-	-		
20	TOTAL REC SOURCES				6,651	6,651		
21								
22	REQUIRED RECS (BASELINE PLUS NEW)	RECS			6,651	6,651		
23	RECS CUMULATIVE BALANCE	RECS		-	-	-		
24								
25	Incremental Compliance with New RECS	%			100%	100%		
26	Compliance % with Cumulative REC Balance	%			100%	100%		
27								
28	Revenue Requirements for New Renewables							
29	Build (see project sheets for information)	\$			\$ -	\$ -		
30	PPA	\$			\$ -	\$ -		
31	REC Purchases (Sales)	\$			\$ -	\$ -		
32	Total	\$			\$ -	\$ -		
33								
34	RECs Obtained							
35	Generation Based							
36	Build (see project sheets for information)	MWH			-	-		
37	PPA	MWH			6,651	6,651		
38	Subtotal	MWH			6,651	6,651		
39	Purchase (Sold) From New RECS	RECS			-	-		
40	Incentive (SB 213 Sec 39 (2))	RECS			-	-		
41	Total	RECS			6,651	6,651		
42								
43	Amount recovered through PSCR							
44	Transfer price x volume of energy (see INCR COST sheet) - DNA	\$			\$ -	\$ -		
45								
46	Incremental Cost of Compliance (see INCR COST sheet) - DNA	\$			\$ -	\$ -		
47								
48	Additional investment above PA 295 requirements	\$						
49								
50	Non-Volumetric Surcharge							
51	Meter (or customer) Forecast (Number)							
52	RESIDENTIAL	NO.			2,286	2,291		
53	COMMERCIAL	NO.			823	823		
54	INDUSTRIAL	NO.			33	33		
55	STREETLIGHTS	NO.			-	-		
56	UNMETERED	NO.			-	-		
57	TOTAL METERS	NO.			7,073	7,076		
58								
59	Maximum Surcharge (all rate classes at caps)							
60	RESIDENTIAL	\$	\$ 3.00		\$ 6,857	\$ 6,874		
61	COMMERCIAL	\$	\$ 16.58		\$ 13,645	\$ 13,645		
62	INDUSTRIAL	\$	\$ 187.50		\$ 6,188	\$ 6,188		
63	STREETLIGHTS	\$	\$ 0.60		\$ -	\$ -		
64	UNMETERED	\$	\$ 0.60		\$ -	\$ -		
65	Total	\$			\$ 26,689	\$ 26,707		
66								
67	PLANNED SURCHARGE							
68	RESIDENTIAL	\$	\$ -		\$ -	\$ -		
69	COMMERCIAL	\$	\$ -		\$ -	\$ -		
70	INDUSTRIAL	\$	\$ -		\$ -	\$ -		
71	STREETLIGHTS	\$	\$ -		\$ -	\$ -		
72	UNMETERED	\$	\$ -		\$ -	\$ -		
73	Total				\$ -	\$ -		

	A	B	C	D	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
1	DOWAGIAC																				
2			TOTAL		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
3	REQUIRED RECS																				
4	RETAIL SALES	***			66,501	67,461	68,433														
5	LOAD - 3 YEAR AVERAGE	***			65,968	65,560	66,506														
6	FACTOR				0.10	0.10	0.10														
7	RECS - REQUIRED		119,255		6,597	6,556	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
8																					
9	RECS - PRE-REP RECS (BASELINE)	***			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10	RECS - INCREMENTAL DIFFERENCE				6,597	6,556	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
11																					
12	FACTOR				0.33	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
13	RECS - NEW REQUIRED				2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
14																					
15	NEW REQUIRED RECS		106,483		2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
16	TOTAL RECS (BASELINE PLUS NEW)				2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
17																					
18																					
19	SOURCES																				
20	EXISTING RENEWABLE SOURCES																				
21		RECS	***		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22		RECS	***		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
23	TOTAL EXISTING	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
24																					
25																					
26	NEW RENEWABLES SOURCES:																				
27	WHOLESALE SUPPLIER	RECS	***		2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
28		RECS	***		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
29		RECS	***		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
30		RECS	***		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
31		RECS	***		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
32		RECS	***		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
33		RECS	***		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
34	TOTAL NEW RENEWABLES	RECS	***		2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
35																					
36																					
37	TOTAL SOURCES				2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
38																					
39																					
40	USES																				
41																					
42	RPS RENEWABLE ENERGY CREDIT COMPLIANCE																				
43	RECS CARRIED OVER				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
44	RECS OBTAINED (NEW)				2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
45	RECS OBTAINED (BASELINE)				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
46	REC PURCHASES / (SALES) FROM OTHER SOURCES				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
47	TOTAL RECS SOURCES				2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
48																					
49	RECS REQUIRED (BASELINE PLUS NEW)				2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
50	RECS CUMULATIVE BALANCE				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51																					
52																					
53	ATTACHMENT C INFORMATION																				
54																					
55	RPS Renewable Energy Credit Compliance																				
56	RECS CARRIED OVER	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
57	RECS OBTAINED (NEW)	RECS			2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
58	RECS OBTAINED (BASELINE)	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
59	REC PURCHASES / (SALES) FROM OTHER SOURCES	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
60	TOTAL REC SOURCES				2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
61																					
62	REQUIRED RECS (BASELINE PLUS NEW)	RECS			2,177	3,278	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651	6,651
63	RECS CUMULATIVE BALANCE	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
64																					
65	Incremental Compliance with New RECs	%			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
66	Compliance % with Cumulative REC Balance	%			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
67																					
68																					
69	CROSS CHECK WITH ATTACH C				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
70																					

	A	B	C	D	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
1	DOWAGIAC																				
2			TOTAL		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
71																					
72	DOWAGIAC																				
73					2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
74																					
75	PURCHASES / SALES																				
76																					
77	REC PRICE - MICHIGAN	\$ / MWH			\$ 3.00	\$ 3.08	\$ 3.15	\$ 3.23	\$ 3.31	\$ 3.39	\$ 3.48	\$ 3.57	\$ 3.66	\$ 3.75	\$ 3.84	\$ 3.94	\$ 4.03	\$ 4.14	\$ 4.24	\$ 4.34	\$ 4.45
78	REC PRICE - ESCALATOR				1.025	1.025	1.025	1.025	1.025	1.025	1.025	1.025	1.025	1.025	1.025	1.025	1.025	1.025	1.025	1.025	1.025
79																					
80	TOTAL SALES	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
81	TOTAL PURCHASES	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
82	OTHER PURCHASES	RECS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
83	NET PURCHASES/SALES				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
84	COST / (REVENUE)	\$			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
85																					
86																					
87	EXPIRING		EXPIRING																		
88	VINTAGE	2009	-	1,269																	
89	VINTAGE	2010	-	2,177	2,177																
90	VINTAGE	2011	-	3,278		3,278															
91	VINTAGE	2012	-	6,651			6,651														
92	VINTAGE	2013	-	6,651				6,651													
93	VINTAGE	2014	-	6,651					6,651												
94	VINTAGE	2015	-	6,651						6,651											
95	VINTAGE	2016	-	6,651							6,651										
96	VINTAGE	2017	-	6,651								6,651									
97	VINTAGE	2018	-	6,651									6,651								
98	VINTAGE	2019	-	6,651										6,651							
99	VINTAGE	2020	-	6,651											6,651						
100	VINTAGE	2021	-	6,651												6,651					
101	VINTAGE	2022	-	6,651													6,651				
102	VINTAGE	2023	-	6,651														6,651			
103	VINTAGE	2024	-	6,651															6,651		
104	VINTAGE	2025	-	6,651																6,651	
105	VINTAGE	2026	-	6,651																	6,651
106	VINTAGE	2027	6,651	6,651																	
107	VINTAGE	2028	6,651	6,651																	
108	VINTAGE	2029	6,651	6,651																	

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 20, 2013

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

Council held a public hearing to be held August 26, 2013 regarding the request from Dan Levenson, who currently owns the property at 56271 M-51 South, for the City and Township to enter into a 425 Agreement that allows for the conditional transfer of property from the Township to the City. Mr. Levenson is requesting this transfer of property to better facilitate land splits, coordinate zoning, utilities connections and police protection for future development of the site. This request would essentially square off city boundaries in this area. The City and Township have authorized 425 conditional transfers of properties in the past and the agreement mirrors previous agreements with the exception of the initial starting and ending dates.

The process for approval of a PA 425 agreement for the conditional transfer of property between a city and township requires multiple steps. The following list notes the steps and the actions taken to date:

- Public hearing by City Council – Held on August 26, 2013.
- Public hearing by Pokagon Township – Held on September 11, 2013.
- Action on agreement by Pokagon Township – Completed September 11, 2013.
- Action on agreement by City of Dowagiac – On September 23, 2013 agenda.
- 30-day waiting period from last public hearing. If there are no petitions of referendum, effective date of the agreement will be October 11, 2013.

Attached is a proposed Contract for the Conditional Transfer of Property. As noted above, Pokagon Township approved the agreement on September 11, 2013.

RECOMMENDATION

Approve a resolution authorizing a PA 425 agreement with Pokagon Township for the Condition transfer of property at 56271 M-51 South.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Draft Agreement

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

WHEREAS, in keeping with the provisions of Act No. 425 of the Public Acts of Michigan of 1984, the City of Dowagiac and Pokagon Township wish to jointly enter into and adopt a contract for the Conditional Transfer of Property currently in Pokagon Township for the purposes of an "Economic Development Project"; and

WHEREAS, said contract, as attached herewith, fully describes the terms and conditions under which the property transferred, as described in Appendix A, shall be governed and provided services; and

WHEREAS, following the completion of a public hearing on August 26, 2013 in complete compliance with Public Act 425 of 1984, the City Council of the City of Dowagiac now wishes to approve and enter into such contract with the following conditions:

- a. That said approval be contingent upon the like approval of an identical document by the Township Board of Pokagon Township.
- b. That said contract become effective thirty (30) days following the latter of the public hearings to be held by both the City and Pokagon Township, and only in the event that during such thirty (30) day period, no petitions are filed, nor resolutions adopted, by either local unit involved, in accordance with Article 124.25, Section 5, of Public Act 425 (1984) as amended.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the majority vote of those members elected and serving on the City Council, does hereby adopt and enter into a contract with Pokagon Township for the Conditional Transfer of Property, as attached hereto and by reference made a part hereof for the purposes of an "Economic Development Project" in compliance with Public Act 425 of the Public Acts of Michigan of 1984.

BE IT FURTHER RESOLVED that the contract shall not take full force and effect until and unless:

- a. It is first considered before a public hearing of each of the Legislative bodies of the local units affected.
- b. That no-less-than thirty (30) days following the last-occurring public hearing, as referenced above, shall elapse.

- c. That at no time during the thirty (30) day period, referenced above, shall any petition be filed, or resolution adopted, in accordance with Article 124.25, Section 5, of Public Act 425 (1984), which would require a referendum on such contract or preclude either local unit from entering into such contract.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Dowagiac be authorized and directed to act as signatories for the execution of said contract upon final adoption in accordance with the provisions and conditions set forth herein.

ADOPTED/REJECTED

CONTRACT FOR THE CONDITIONAL TRANSFER OF PROPERTY

This Agreement is made on the ____ day of _____, 2013, by and between the City of Dowagiac, a Michigan municipal corporation, with its principal offices at 241 South Front Street, Dowagiac, Michigan 49047, hereinafter referred to as the 'City' and the Township of Pokagon, a Michigan municipal corporation, with its principal offices at 30497 Peavine Street, Dowagiac, Michigan 49047, hereinafter referred to as the 'Township'.

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

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

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

WHEREAS, in accordance with (1984) PA 425, the City Council held a public hearing on the 26th day of August, 2013, at 7:00 p.m. and the Township Board held a public hearing on the 11th day of September, 2013 at 7:30 p.m. regarding the conditional transfer of property pursuant hereto; and

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

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

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

ARTICLE I **TRANSFER AND EFFECT**

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

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

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

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

1.5 Taxes. The Transferred Area shall be considered to be within the jurisdiction of the City for purposes of all taxation. Insofar as the Transferred Area was within the taxing jurisdiction of the Township on the 2012 tax day (December 31, 2012), the Township shall continue to bill and collect taxes on the Transferred Area for calendar year 2013 (tax day December 31, 2013) without regard to this Agreement.

ARTICLE II **REPRESENTATIONS**

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

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

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

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

ARTICLE III
SHARING OF REVENUES

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

(a) On or before December 1, 2013 and annually thereafter during the term of this Agreement, the City shall pay to the Township a sum equal to the then-imposed operational millage levy of Pokagon Township assessed against the State taxable value of the real and personal property and improvements contained within the Transferred Area, determined as of December 31 of the prior year. Any amount not paid by said date shall bear interest at the rate of one percent (1%) per month until paid. In the event that, during the life of this agreement, the Township shall increase its operational millage levy, whether by its legal change to "Charter Township" status, or otherwise, to a rate exceeding 1.25 mills, then the City shall pay the Township, during such period of excess levy, an annual sum equal to 1.25 mills assessed against the state taxable value of the real and personal property and improvements contained within the Transferred Area, determined as of December 31 of the prior year.

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

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

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

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

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

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

ARTICLE IV
INDEMNIFICATION

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

ARTICLE V
TERM AND TERMINATION

5.1 **Term.** This Agreement shall terminate at 11:59 p.m. on the 23rd day of September, 2063, subject to the provisions of Section 5.3 herein.

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

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

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

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

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

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

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

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

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

ARTICLE VI **ENFORCEMENT**

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

ARTICLE VII **MISCELLANEOUS**

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

(a) TOWNSHIP:

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

Linda Preston
30683 Peavine Street
Dowagiac, MI 49047

(b) CITY:

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

CITY OF DOWAGIAC:

Donald D. Lyons, Its Mayor

James E. Snow, Its Clerk

Witnesses:

TOWNSHIP OF POKAGON:

Linda Preston, Its Supervisor

Carrie Sandberg, Its Clerk

EXHIBIT A

LEGAL DESCRIPTION

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

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

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

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

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

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

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

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 20, 2013

SUBJECT: Installment Purchase Agreement-Front & Main Building Condominium Project

For many months the City has been working closely with Borgess and the Van Buren/Cass Health Department to make sure there are appropriate facilities for the improvement and expansion of health services for the Dowagiac area. Talks have progressed to the point where several projects are ready to go forward, which are as follows:

- Borgess will expand into space at the Donald Lyons Health Center that is currently occupied by the Cass County Health Department.
- The Health Department will expand their services and participate in the construction of a downtown professional office/services facility at the corner of Front and Main Street.
- The City will purchase the former Borgess medical building on South Front Street to facilitate the construction of a downtown professional services building. Funds from the sale will go to the Borgess Lee Foundation for purchase of equipment to serve the local hospital.
- The Health Department will expand and occupy the second floor of the building at Front and Main. The first floor will be white box space that will be available for lease. Public parking lots will be constructed as part of the project.

Recently Council took action on the first of several actions necessary to accomplish the financing of the proposed facility. The attached resolution will keep the financing plan moving forward so that construction can begin in this fall.

RECOMMENDATION

Approve the resolution authorizing an installment purchase agreement for the Front and Main Building Condominium Project.

Support Documents:
Cover Memo-City Mgr.
Resolution

CITY OF DOWAGIAC

**COUNTY OF CASS
STATE OF MICHIGAN**

**RESOLUTION AUTHORIZING
CONDOMINIUM PURCHASE AGREEMENT AND
INSTALLMENT PURCHASE AGREEMENT
(FRONT AND MAIN BUILDING CONDOMINIUM PROJECT)**

At a regular meeting of the City Council of the City of Dowagiac, Michigan (the "City"), Cass County, Michigan, held in the City Council Chambers, 241 South Front Street, Dowagiac, Michigan, on Monday, September 23, 2013, at 7:00 p.m., Michigan time, there were

Present: Councilmembers _____

Absent: Councilmembers _____

The following preamble and resolution were offered by Councilmember _____ and seconded by Councilmember _____:

RECITALS

WHEREAS, the City of Dowagiac, Michigan (the "City") is authorized, pursuant to Act No. 99 of the Michigan Public Acts of 1933, as amended ("Act 99"), to enter into contracts for the purchase of lands, property or equipment for public purposes, to be paid for in installments over a period of not to exceed 15 years or the useful life of the property acquired, whichever is less; and

WHEREAS, the City Council has determined that it is necessary and appropriate to acquire from Van Buren Cass Community Health Properties, a Michigan nonprofit corporation (the "Seller"), an approximately 5,571 square foot business condominium unit (or two or more contiguous condominium units comprising that amount of space) within the City, to be located at 302 South Front Street, to be used by the City for public purposes (the "Project"); and

WHEREAS, the Project will be the entire first floor of a two-floor building to be constructed upon all or a portion of Lots 170 and 171, original Plat of the Village (now City) of Dowagiac, according to the plat thereof, pursuant to a construction contract to be entered into between the Seller, as developer, and Pegasus Holdings & Land Development Co., LLC, as builder (the "Builder"); and

WHEREAS, the second floor of such building will be a separate condominium unit to be owned upon completion by the Seller and leased in its entirety to the Van Buren/Cass District Health Department for the purpose of providing essential public health services to residents of Van Buren and Cass Counties; and

WHEREAS, the City Council has further determined that it is necessary and appropriate to enter into an agreement to purchase the Project for a purchase price not exceeding \$890,000 (the "Purchase Price"), of which up to \$580,000 will be funded by the City from available moneys upon the closing of such purchase, and of which the balance of the purchase price is to be paid on an installment purchase basis pursuant to Act 99 at a cost (exclusive of interest) not exceeding \$310,000 (the "Financed Amount"); and

WHEREAS, for purposes of the limitations set forth in Act 99, the useful life of the Project has been determined to exceed fifteen (15) years, and the aggregate outstanding balance, exclusive of interest, of all installment contracts or agreements for purchases by the City of lands, property or equipment for public purposes, including the Financed Amount, does not exceed 1.25% of the taxable value of all real and personal property in the City; and

WHEREAS, PNC Bank, National Association (the "Bank") has proposed to finance the Financed Amount by acquiring the rights of the Seller under such installment purchase agreement and by receiving an assignment of the Seller's rights in said agreement; and

WHEREAS, a form of Condominium Purchase Agreement (the "Condominium Purchase Agreement"), attached hereto as Exhibit A, with respect to the City's acquisition of the Project has been presented to the City Council and is before this meeting; and

WHEREAS, it is proposed that in connection with the City's execution of the Condominium Purchase Agreement that the City further enter into an Installment Purchase Agreement with the Seller and the Bank for the City's financing of a portion of the purchase price of the Project, which will provide: (i) for a purchase price not exceeding \$890,000; (ii) for the City to make a payment of not more than \$580,000 upon the execution and delivery of the Agreement, to be deposited into the Construction Fund established under the Agreement and disbursed as provided therein (the "Construction Fund"); (iii) for the installment purchase financing of the balance of the Purchase Price in a principal amount not exceeding \$310,000 over a period of not to exceed fifteen (15) years, bearing interest based on the Bank's prevailing daily or monthly variable interest rate index, with an initial rate not exceeding 3.5% per annum, with interest and principal payable monthly, subject to prepayment by the City in whole or in part at any time, without premium or penalty; and (iv) for the assignment of the Seller's interest in the Agreement to the Bank (subject to certain exceptions) in consideration for the Bank's funding of the Financed Amount, to be deposited in the Construction Fund, and the City's promise to pay the Seller the Purchase Price from the moneys deposited by the City and the Bank in the Construction Fund (the "Installment Purchase Agreement").

RESOLUTIONS

NOW, THEREFORE, BE IT RESOLVED as follows:

1. An immediate need exists for the acquisition of the Project, which acquisition is hereby approved subject to the further provisions of this resolution.
2. The Agreement is in the best interests of the City, and the acquisition and use of the Project constitute essential public purposes.

3. The form of the Condominium Purchase Agreement which is attached at Exhibit A and incorporated herein by reference is hereby approved in substantially the form submitted to this meeting, and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Condominium Purchase Agreement, with such changes therein as shall be necessary or desirable, within the parameters of this Resolution, permitted by law and not materially adverse to the City. The financial terms of the City's acquisition of the Project, substantially in accordance with those described in the Recitals above and as set forth in the Condominium Purchase Agreement, are also approved.
4. The Mayor and the City Clerk are hereby further authorized and directed to execute and deliver the Installment Purchase Agreement pursuant to Act 99 in a form consistent with the terms thereof as set forth in the foregoing Recitals, with such changes therein as shall be necessary or desirable, within the parameters of this Resolution, permitted by law and not materially adverse to the City.
5. The Project has a useful life extending beyond fifteen (15) years, the maximum term of the Installment Purchase Agreement, and the aggregate principal amount of the Agreement and of all outstanding installment purchase obligations of the City under Act 99 does not exceed 1.25% of the taxable value of all real and personal property in the City.
6. The City hereby agrees to include in its budget for each fiscal year during the term of the Installment Purchase Agreement an amount sufficient to pay when due the principal of and interest coming due under the Installment Purchase Agreement during such fiscal year. In addition, the City hereby pledges to levy in each fiscal year ad valorem taxes on all taxable property in the City in an amount which, together with other funds available for such purpose, shall be sufficient for the payments required under the Agreement in such fiscal year, provided that any such tax levy is subject to existing charter, statutory and constitutional tax limitations.
7. The City covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the Agreement from the adjusted gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code").
8. The Mayor is hereby authorized to negotiate and determine the final terms of the Condominium Purchase Agreement and the Installment Purchase Agreement with the Bank and the Seller, including the final Purchase Price and financing terms, subject to the parameters set forth herein. The Mayor, the City Clerk and the City Treasurer, severally, are authorized to act on behalf of the City in executing and delivering all agreements, documents, certificates, instruments of title, financing statements and other documents as may be necessary to consummate the transactions contemplated by the Condominium Purchase Agreement and the Installment Purchase Agreement, including all condominium forms and

agreements relative to the purchase of the Project, and to pay costs incidental to the financing of the acquisition of the Project, including Bank fees, bond counsel fees and expenses, Bank counsel fees and expenses, Seller counsel fees and expenses, and other incidental costs necessary to accomplish the financing and acquisition of the Project.

- 9. The obligation of the City to make the payments required under the Installment Purchase Agreement is a full faith and credit general obligation of the City, subject to applicable constitutional, statutory and charter limitations, and said installment purchase obligation is hereby designated as a “qualified tax exempt obligation” for purposes of the deduction of interest expense by financial institutions pursuant to Section 265(b)(3)(B)(ii) of the Code.
- 10. The law firm of Dykema Gossett PLLC, of Bloomfield Hills, Michigan, is hereby retained to act as nationally recognized bond counsel for the City in connection with the execution and delivery of the Installment Purchase Agreement to the Bank.
- 11. This Resolution shall be effective immediately upon its adoption.
- 12. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution, are hereby rescinded.

A roll call vote on the foregoing resolution was taken, the result of which is as follows:

YES: Councilmembers _____

NO: Councilmembers _____

ABSTAIN: Councilmembers _____

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CERTIFICATION

I, the undersigned, the duly qualified and acting City Clerk of the City of Dowagiac, Cass County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on September 23, 2013, the original of which is on file in my office, and that such meeting was conducted and public notice thereof was given pursuant to and in compliance with Act No. 267, Michigan Public Acts of 1976, as amended, and that minutes of such meeting were kept and are available as required by such Act.

James E. Snow, City Clerk

Dated: September __, 2013

EXHIBIT A

Form of Condominium Purchase Agreement

BH01\1893869.3
ID\BVB

EXHIBIT A
PURCHASE AGREEMENT

Condominium Unit No.: _____

Address: _____ Dowagiac, Michigan

WHEREAS, Van Buren Cass Community Health Properties, a Michigan nonprofit corporation, of 8500 Long Rapids Road, Alpena, Michigan 49707 (“**Developer**”) is the Developer of a project known as Front and Main Building Condominium, a proposed condominium located at _____, Dowagiac, Michigan; and,

WHEREAS, The City of Dowagiac (“**Purchaser**”) wishes to purchase a unit in the condominium and to subscribe for participation in the Association of Co-owners; and

WHEREAS, it will be necessary to establish an Association of Co-owners for the operation and regulation of the common elements of the condominium.

IT IS AGREED AS FOLLOWS:

The Purchaser, in consideration of the mutual promises of other purchasers and other good and valuable consideration, hereby agrees to purchase the above-referenced condominium unit, located as indicated on the Site Plan of such condominium, which Purchaser acknowledges he has examined, together with an undivided interest in the common elements appertaining thereto for the price of _____ and 00/100 Dollars (\$_____).

The terms of the purchase shall be: Purchaser shall pay the full purchase price in certified funds at closing

Said unit, if not constructed by the date hereof, shall be constructed subsequently in accordance with the basic plans and specifications which Developer has provided to Purchaser, which Purchaser has examined and approved. If necessitated by governmental regulation, material shortage or unavailability or other conditions beyond the Developer’s control, Developer may, in its discretion, make such changes and comparable substitutions for materials and equipment called for in the specifications as are reasonable and in accordance with applicable building codes. The nature of landscaping and construction materials shall be within the discretion of Developer unless otherwise expressly provided herein.

Upon signing this Agreement, Purchaser shall deposit _____ Dollars (\$_____) as an earnest money deposit.

Purchaser agrees that, in addition to the purchase price above mentioned, it will be liable for its proportionate share of the Association Assessment for maintenance, repair, replacement and other expenses of Administration as outlined in the Condominium Bylaws.

This Agreement is executed by the parties on the ____ day of _____, 2013. Purchaser hereby acknowledges receipt of a copy of this Agreement.

THE PARTIES AGREE THAT THIS AGREEMENT IS SUBJECT TO AND INCLUDES THE GENERAL PROVISIONS ATTACHED HERETO AND MADE A PART HEREOF WHICH PURCHASER ACKNOWLEDGES THAT IT HAS READ.

The City of Dowagiac

By:
Its:

Purchaser's Address: P.O. Box 430, Dowagiac, Michigan 49047

Purchaser's Telephone Number: _____

Van Buren Cass Community Health
Properties
a Michigan Nonprofit Corporation

By: _____
Its: _____

Developer's Address: 8500 Long Rapids Road, Alpena, Michigan 49707

Developer's Telephone Number: _____

GENERAL PROVISIONS

1. PLAN AND PURPOSE.

Front and Main Building Condominium Association will be established as a Michigan non-profit corporation for the purpose of operating and maintaining the common elements of the condominium. Each co-owner shall be a member of the Association and will be subject to the Bylaws and regulations thereof. Each co-owner will be entitled to one (1) vote, the value of which shall equal the total of the percentages allocated to the units owned by such co-owner as set forth in the Master Deed. Purchaser hereby agrees to abide by the terms, provisions, declarations, covenants and restrictions contained in the Master Deed, Condominium Bylaws and Condominium Subdivision Plan of Front and Main Building, a Condominium and the Articles of Incorporation, Association Bylaws and Rules and Regulations, if any, of Condominium Association, the contents of which documents will be as Developer, in its discretion, deems appropriate, and copies of which will be furnished to Purchaser.

2. CONVEYANCE OF TITLE.

In the event that said Unit is established by Developer, Developer agrees to convey to Purchaser good and marketable title to the Unit, subject to: (1) current real estate taxes; (2) special city or county taxes or assessments for improvements not yet completed; (3) easements, covenants, limitations and restrictions of record; (4) applicable zoning and building laws or ordinances; (5) acts done or suffered by Purchaser; (6) the Michigan Condominium Act; (7) the Master Deed for the Project and all amendments thereto; (8) liens and other matters over which the title insurer provided for herein commits to insure. Purchaser further agrees to consummate the purchase of said Unit within ten (10) days after notice from Developer that it is prepared to tender title and possession, and to pay the balance of the purchase price as set forth above.

General real estate taxes, rents, assessments, insurance, and any other items customarily prorated are to be prorated to the date of closing. All such charges which are due and payable in the year of closing shall be totaled and divided by 365 to arrive at a per diem amount. The per diem amount shall be multiplied by the number of days in the year of closing from January 1 to the date of closing to arrive at the Seller's share of these charges. The Purchaser shall receive a credit against the purchase price equal to Seller's share of these charges. All such charges levied in years prior to the year of closing shall be paid by Developer.

General real estate taxes shall be prorated on the basis of the last ascertainable tax bill. If the last ascertainable tax bill is assessed on the entire condominium property, then the tax bill on the Unit shall be computed by multiplying the total tax bill by the percentage of value assigned to that Unit. In such case, Purchaser shall pay to Developer, upon receipt of a bill, Purchaser's proportionate share of such taxes accruing after the closing, which shall be held in escrow.

An amount equal to four months' estimated maintenance assessment shall be paid in advance by Purchaser to Developer on behalf of the Association at the time of closing as a

working capital deposit. Purchaser shall also, if required by Developer, make a proportionate contribution to the Association's insurance reserve at the time of closing.

3. CLOSING.

This sale shall be closed and the payment of the purchase price and delivery of the deed shall be made in accordance with this Agreement at such place and on such date as Developer shall designate by notice to Purchaser not less than five (5) days prior to closing. At or prior to closing, the Developer shall provide Purchaser, at Developer's expense, with a standard form commitment for issuance of a policy of title insurance by a title insurance company as Developer designates, showing title in Purchaser subject to (a) the general printed exceptions contained in the policy and (b) the title exceptions set forth above in Paragraph 2. Promptly after closing, Developer shall cause to be issued and delivered to Purchaser an owner's policy of title insurance based upon such commitment in the full face amount of the purchase price. The title policy or commitment therefore shall be conclusive evidence that a good and indefeasible title is being conveyed to Purchaser. Purchaser shall pay for recording the deed to the Unit, mortgage costs (if any), a proportionate share of the insurance reserve contribution (if any), and other closing costs customarily paid by purchasers of comparable real estate in Cass County. If the owner's policy or commitment shows a defect in Developer's title, Developer shall have 120 days from the date of delivery to cure said defect. If Developer fails to clear its title, then at the option of Purchaser or Developer, this contract shall become null and void and all deposits made by Purchaser shall be returned to him.

4. POSSESSION.

Developer agrees to deliver possession of the Unit at time of closing unless otherwise mutually agreed by Purchaser and Developer.

5. CANCELLATION RIGHTS OF DEVELOPER.

If Developer determines not to establish the condominium or not to construct Purchaser's unit, then Developer shall so notify Purchaser in writing. In any such events, Developer reserves the right to return all sums received for the purchase of said unit to Purchaser or his successors. Thereupon, all rights of Purchaser shall cease and terminate without further liability on the part of Developer.

6. DEFAULT.

If the Purchaser shall default in any of the payments or obligations called for in this Agreement and such default shall continue for ten (10) days after written notice sent by the Developer to the Purchaser, then, forthwith at the option of the Developer all rights of Purchaser under this Agreement shall terminate. Any amounts paid toward the purchase price, at the option of the Developer shall be retained by the Developer as liquidated damages; provided, however, that such liquidated damages shall in no event exceed ten (10%) percent of the purchase price specified in the Purchase Agreement; however, nothing herein shall prevent Developer from obtaining specific performance, damages or any other remedy at law or at equity.

7. ADVERTISING.

For the purpose of completing the sales promotion of this condominium development, Developer, its agents, successors and assigns, are hereby given full right and authority to maintain on the condominium property (excluding the Unit) until the sale of the last condominium Unit therein, such signs, transient parking, sales offices and model units as Developer may desire, together with the rights of ingress and egress therefrom for Developer and its agents, successors and assigns, and any of their respective licensees or invitees. Developer shall restore the facilities to habitable status upon termination of use.

8. ASSIGNABILITY.

Purchaser shall not assign, set over or transfer this Agreement or any of Purchaser's rights or interest hereunder without the prior written consent of the Developer. At Developer's option any such purported assignment shall be void and of no effect.

9. ENTIRE AGREEMENT.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWISE, CAN BE MADE OR HAVE BEEN MADE BY EITHER DEVELOPER OR ITS AGENTS OR BROKERS, TO PURCHASER OR ANYONE UNLESS EXPRESSLY STATED HEREIN OR UNLESS MUTUALLY AGREED IN WRITING BY THE PARTIES. ALL AMENDMENTS, SUPPLEMENTS OR RIDERS HERETO, IF ANY, SHALL BE IN WRITING EXECUTED BY BOTH PARTIES AND ATTACHED TO THIS AGREEMENT. PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM THEREOF.

10. NOTICES.

All written notice required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by ordinary first class mail or by registered or certified mail, postage prepaid, and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery whichever is applicable.

11. USAGE OF TERMS.

The pronouns and relative words herein used shall be construed respectively to include the masculine, feminine and neuter genders and the singular and plural numbers unless the context indicates a contrary intention.

12. THE CONDOMINIUM BUYER'S HANDBOOK.

Purchaser hereby acknowledges receipt prior to execution of this Agreement of a copy of The Condominium Buyer's Handbook published by the Michigan Department of Commerce.

13. BINDING AGREEMENT.

The covenants herein shall bind the heirs, personal representatives, administrators, executors and assigns and successors of the respective parties.

ATTORNEY FOR DEVELOPER
Cynthia P. Ortega
Miller Johnson
100 W. Michigan Ave., Suite 200
Kalamazoo, Michigan 49007
(269) 226-2959
BH01\1896833.1

ID\BVB

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 20, 2013

SUBJECT: Set Public Hearing – Wastewater Treatment Plant Improvements Project

Over the past year City staff has been working with engineers to develop a master plan for improvements to the Wastewater Treatment Plant. Grant funds were used to pay for a substantial portion of the planning process. Improvements have been prioritized and the last step to completing the initial grant obligation is to hold a public hearing to hear any concerns regarding the proposed master plan.

This resolution calls for a public hearing to be held at the October 28, 2013 City Council meeting.

RECOMMENDATION

Approve a resolution setting the date of a public hearing regarding the proposed master plan for October 28, 2013 at the regularly scheduled City Council meeting at 7:00 pm.

Support Documents:

- Cover Memo-City Mgr.
- Resolution
- Amendment
- Notice of Public Hearing

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

WHEREAS, the MDEQ requires all municipalities who are applying for an SRF or SWQIF loan to hold a formal public hearing prior to the adoption and submittal of a final project plan; and

WHEREAS, a it is required that the notice of the public hearing be advertised at least 30 days prior to the hearing in a newspaper of general circulation in the communities affected by the proposed project.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby declare and establish that a public hearing will be conducted on Monday, October 28, 2013, at 7:00 p.m. in the Council Chambers of City Hall, at a regularly scheduled Council meeting, for the purposes of receiving public input on the proposed Wastewater Treatment Plant improvements project.

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

ADOPTED/REJECTED

NOTICE OF PUBLIC HEARING

The City of Dowagiac will hold a public hearing on the proposed Wastewater Treatment Plant Improvements project for the purpose of receiving comments from interested persons.

The hearing will be held at 7:00 p.m. on October 28, 2013 at City Hall located at 241 S. Front Street, Dowagiac, Michigan 49047.

The purpose of the proposed project is to address inefficient and aging aeration equipment and to correct a hydraulic bottleneck at the tertiary filtration process.

Project construction will involve replacing the antiquated aeration blowers, diffusers and controls that provide air to the aeration tanks with new, more efficient equipment. The project will also include removal of the existing sand filters and installation of a new tertiary disc filter system.

The proposed project is not anticipated to impact the cultural or environmental climate of the area.

The estimated cost to users for the proposed project will be a monthly increase of \$1.20 for a typical residential user.

Copies of the plan detailing the proposed project are available for inspection at City Hall – 241 S. Front Street, Dowagiac, Michigan 49047.

Written comments received before the hearing record is closed on October 28, 2013 will receive responses in the final project plan. Written comments should be sent to:

The City of Dowagiac
Attn: Kevin P. Anderson, City Manager
241 S. Front Street
PO Box 430
Dowagiac, MI 49047

**CITY OF DOWAGIAC
SRF PROJECT PLAN AMENDMENT NO. 1
MAY 22, 2013**

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PURPOSE

This document is an Amendment to the draft City of Dowagiac Clean Water State Revolving Fund (SRF) Project Plan prepared in May 2012; herein referred to as the 2012 Project Plan. This Amendment further defines the scope of the proposed SRF Project and provides the rationale for deferring some of the less urgent work developed in the Project Plan to a ten year capital improvements program.

This Amendment is a part of the 2012 Project Plan and both the 2013 Amendment and the 2012 Project Plan were placed on Public Display in accordance with the SRF Program Public Participation requirements. In addition to refining the scope to be implemented as part of an SRF Project, this Amendment updates the environmental reviews, as appropriate, and outlines the Green Project Reserve eligibility for certain portions of the Selected Alternatives.

EXECUTIVE SUMMARY

In May 2012, the City of Dowagiac (City) prepared a State Revolving Fund (SRF) Project Plan for the purpose of obtaining funding to make necessary improvements at the City's Wastewater Treatment Plant (WWTP) and wastewater collection system through the SRF loan program. The SRF loan program provides low-interest loans for financing WWTP and wastewater collection system improvements.

The 2012 Project Plan identified a total of nine selected WWTP and ten pump station improvements projects, with a total estimated capital cost of \$4.98 million. While all of these improvements will become necessary at some point in the foreseeable future to maintain a reliable and effective wastewater utility, the total cost of the improvements represents a substantial financial hurdle to the City. A review of the individual selected alternatives identified two areas of the WWTP where the anticipated capital investment will provide immediate benefits with regard to the integrity of the treatment process while reducing operation and maintenance costs. This Amendment recommends implementing the following Improvements from the 2012 Project Plan as the 2014 SRF Project:

- Secondary Treatment Alternative WWTP-C-2 – Optimum Performance of Existing Facilities
- Tertiary Filtration Alternative WWTP-D-3 – Installation of Disc Filters

The energy and savings realized from these improvements, will qualify many components of the two alternatives for forgiveness of a portion of the loan principle amount through the SRF's Green Project Reserve (GPR) program.

The remaining Alternatives developed in the 2012 Project Plan are necessary and will likely become urgent in the near future. As such, they will be addressed through an Asset Management Plan with a ten year capital improvements program for the WWTP and wastewater collection system. The capital improvements program will prioritize the remainder of the needed improvements and recommend an implementation schedule. It is anticipated that preparation of the Asset Management Plan will be funded through the new Stormwater, Asset management, and Wastewater (SAW) grant and loan program being developed by the MDEQ.

SUMMARY OF PROJECT PLAN MODIFICATIONS

The 2012 Project Plan developed and evaluated a number of improvements that will be required to maintain the long-term efficacy of the wastewater collection system and WWTP. Table 31 of Section IV – Selected Alternatives provides a summary list of the identified projects. Many of the improvements address the age of the system and should be implemented in the near term to protect the significant capital investment the City has made in the existing systems. Some of the improvements are both urgent and offer significant savings with regard to energy demand.

The projected capital cost to immediately implement all of the alternatives developed in the 2012 Project Plan is \$4.98 million. A project of this magnitude would present a significant financial challenge to the City. The approach taken with this Amendment is to prioritize the improvements and refine the scope of the SRF Project to address the most urgent and immediate needs, deferring less critical needs to a ten year capital improvements program. Doing so will allow the City to build reserves in the sewer fund over a period of several years and strategically address the needed capital improvements through an Asset Management Plan.

The construction of the improvements proposed in this Amendment is anticipated to begin in FY2014 and the remaining improvements, as summarized in Table 31, will be completed over the course of the next several years. The City's most immediate needs include improvements to the secondary treatment and tertiary treatment systems; Alternative WWTP-C-2 and Alternative WWTP-D-3 address these needs. The urgency of implementing these alternatives relates to the age and condition of the existing facilities as well as the substantial energy that can be realized.

Implementing Alternative WWTP-C-2 and Alternative WWTP-D-3 will correct immediate issues such as deteriorated concrete, aged equipment, code issues, and excessive energy consumption. The money saved through the implementation of these two Alternatives in terms of ongoing Operation and Maintenance (O&M) costs can then be used to help fund the remaining improvements. Additionally, the improvements proposed under Alternative WWTP-D-3 in the 2012 Project Plan will address a hydraulic issue in the existing tertiary filters that limits the plant hydraulic capacity to 1.8 million gallons per day (MGD). The WWTP is rated 2.5 MGD average day and 4.0 MGD peak so the bottleneck at the tertiary filters is significant.

This Amendment provides supplemental information regarding the need for these improvements and outlines the Green Project Reserve eligibility for certain elements.

SECONDARY TREATMENT

The largest energy use at the WWTP relates to the aeration blowers that supply air to the activated sludge process and aerobic digestion. The City of Dowagiac WWTP was designed and built when energy costs were relatively low and energy conservation was not a major factor in the decision making process. The aeration equipment available at that time was much less efficient as compared to technologies currently available for implementation. Alternative WWTP-C-2 involves replacing the existing coarse bubble diffusers with fine bubble diffusers, replacing the existing blowers with smaller, more efficient units, and providing the necessary controls to optimize air delivery and the resulting supplied power.

The existing activated sludge aeration process consists of three aeration basins operated in parallel. Air is continuously delivered to these basins to provide mixing and to maintain a sufficient dissolved

oxygen (DO) level for adequate microbiological treatment of the wastewater. The air is supplied to the aeration basins by three Spencer turbine blowers that were installed when the WWTP was expanded in the late 1970's.

As described in the 2012 Project Plan, the existing blowers are inefficient and functioning well beyond their useful life, presenting significant operational challenges. Since there is no way to throttle the inlet air, the blowers must operate at 100% capacity. Some efficiency could be gained if the air delivery could be controlled based on the air demand required for adequate treatment of the wastewater. However, the existing aeration system is so inefficient and outdated that modifications to allow for optimization of air delivery would not be cost effective.

The selected Secondary Treatment Alternative in the 2012 Project Plan is Alternative WWTP-C-2, Optimum Performance of Existing Facilities, with an estimated construction cost of \$1,309,050. This Alternative consists of a series of upgrades and improvements to the existing secondary treatment process. While all of the improvements identified will be required to provide for continued operation of the secondary treatment facilities, a few key components will also provide the City with significant energy savings by addressing the shortcomings of the existing aeration system discussed above. These energy savings can then be used to partially fund future improvements to the WWTP. The upgrades and improvements outlined in Alternative WWTP-C-2 in the 2012 SRF Project Plan that will significantly increase energy efficiency include:

- Installation of three new high-efficiency variable speed blowers dedicated to the activated sludge process with new automated controls and valves. The new blowers will be connected to the WWTP Supervisory Control and Data Acquisition (SCADA) system for automated control and monitoring.
- Installation of D.O. probes and transmitters connected to the WWTP SCADA system for real-time aeration system control and monitoring.
- Replacement of the existing air flow meters and integration into the WWTP SCADA system.
- Replacement of the existing coarse bubble diffuser system with much more efficient fine bubble diffusers.

While some of the repairs to the existing secondary treatment process included in Alternative WWTP-C-2 will not necessarily improve the efficiency of the aeration system (and will thus not be eligible for principle forgiveness through the GPR program), these repairs are necessary and will be less costly if completed as part of the aeration system upgrades. This is primarily due to the cost of dewatering and cleaning the process tanks, efficiency in performing the work without the existing or proposed aeration systems present and minimizing future disruption of the secondary process.

The proposed fine bubble diffuser aeration system (including the new blowers, D.O. monitoring system, and SCADA control improvements) will be considerably more efficient than the existing coarse bubble system, providing a three-fold increase to the oxygen transfer efficiency in the Secondary Treatment process. As such, the fine bubble diffusers will significantly reduce the air supply required, allowing smaller blowers to be provided.

Adding online D.O. monitoring and improving the SCADA control system will further enhance the energy savings by matching air supply to demand as is necessary for proper treatment of the wastewater. At current average operating conditions, energy savings of over 70% are possible through the proposed aeration system upgrades. The secondary treatment improvements will have

a great impact on the overall electrical energy consumption at the plant representing immediate savings that can be reinvested in the other needed improvements.

TERTIARY FILTRATION ALTERNATIVES

As described in the 2012 Project Plan, the secondary effluent is typically pumped to the tertiary filtration system for removal of suspended solids to very low levels to comply with NPDES Permit requirements. The existing tertiary filtration system consists of a four-cell multi-media gravity filter and ancillary equipment (feed pumps, back wash pumps, air wash blowers) that was installed as part of the 1980 WWTP improvements project.

The existing tertiary filtration system has been identified as a hydraulic bottleneck. Although the filters were originally rated for 2.5 MGD average flow and 4.0 MGD maximum daily flow; the maximum flow achievable through the existing filter cells is 1.8 MGD. The WWTP can receive flows greater than 2.0 MGD during wet weather. Flows received beyond the WWTP's capacity are routed to a storage lagoon. Wastewater stored in the lagoon is fed back to the WWTP when the high flows subside; however the tertiary filters are taken offline during lagoon dewatering operations to prevent solids overloading from algae.

As discussed in the 2012 Project Plan, the MDEQ has restricted the City from expanding its Service Area until the WWTP can reliably treat 2.5 MGD. The tertiary filtration system must be improved in order to restore the actual WWTP capacity.

The 2012 Project Plan presented four tertiary treatment alternatives, including two principal alternatives; WWTP-D-2 and WWTP-D-3. The net present worth analysis presented in Table 21 of the 2012 Project Plan indicates the WWTP-D-3, Installation of Disc Filters, is the most cost effective alternative.

SELECTED TERTIARY FILTRATION ALTERNATIVE – WWTP-D-3

Alternative WWTP-D-3 remains the recommended alternative to address the needs for the tertiary filtration process. The Recommended Alternative includes the following items:

- Removal of the existing filter feed pumps and associated piping
- Installation of higher efficiency filter feed pumps and Variable Frequency Drives (VFDs)
- Installation of two parallel disc filter units
- Filter piping improvements
- Valve replacement
- Improvements to the filter building
- Upgrades to the electrical and control systems

The estimated construction cost for Alternative WWTP-D-3 is \$554,800.

The Recommended Alternative will replace inefficient filter feed pumps and an antiquated filter process with more efficient pumps and newer, more efficient filtration technology. The new disc filter process is anticipated to reduce electrical usage approximately 36% over the existing filter process and approximately 25% over Alternative WWTP-D-2. In addition to the significant electrical savings, the disc filter process is expected to require 94% less backwash water than the existing filter process and 88% less backwash water than Alternative WWTP-D-2. Reducing the volume of backwash

water reduces the amount of water that is returned to the head of the WWTP and frees up treatment capacity.

USER COSTS

The 2012 Project Plan presented the increase in monthly user charge rates for each alternative. The monthly charge increase for a typical residential user for the Alternatives recommended in this Amendment is presented in the following table. The estimated monthly user cost is based on a loan amount for the entire construction cost, not including the GPR principal forgiveness. Additionally, the estimated user cost does not take into consideration the energy savings realized by the Selected Alternatives. Any savings due to the GPR and/or electrical costs would be applied to the sewer enterprise fund and be available to implement the other identified capital improvement projects.

Alternative	Estimated Construction Cost	Estimated Monthly User Cost*
Secondary Treatment Alternative WWTP-C-2 – Optimum Performance of Existing Facilities	\$ 1,309,050	\$0.84
Tertiary Treatment Alternative WWTP-D-3 – Installation of Disc Filters	\$ 554,800	\$0.36
TOTAL RECOMMENDED ALTERNATIVES	\$ 1,863,850	\$1.20

*F&V has reviewed these rates based on available information using basic financial calculations, however we are not a Municipal Financial Advisor. We recommend the City consult with a MFA to confirm and refine these rates.

CAPITAL IMPROVEMENTS AND ASSET MANAGEMENT PLAN

The remainder of the improvements discussed in the 2012 Project Plan will be required in the near future in order to prevent process failures at the WWTP. However, unlike the improvements recommended for immediate implementation, the remaining improvements will not restore existing hydraulic capacity or result in major energy savings at the WWTP. As such, in order to control the total project costs, the remainder of the improvements will be addressed in a multi-year capital improvements program that will be developed as a part of an Asset Management Plan. As previously discussed, this Plan is proposed to be developed and funded under the new SAW program.

ENVIRONMENTAL EVALUATION

Environmental reviews were performed for the 2012 Project Plan. Due to constantly changing conditions, the endangered species review portion of the environmental review process is only valid for six months. According to the USFWS Section 7 review website, there has been no change in the Federally-listed endangered, threatened, or candidate species for Cass County; therefore we conclude that the original finding of no affect to Federally-listed species is still valid.

A request has been submitted to Michigan Natural Features Inventory (MNFI) for an updated review regarding impacts to State-listed endangered, threatened, unique, or candidate species. The response from MNFI will be included in the final Amendment submitted to MDEQ.

Elaine J. Venema

From: Elaine J. Venema
Sent: Tuesday, September 17, 2013 11:47 AM
To: 'mnfi@msu.edu'
Cc: Jeff Pugh
Subject: Rare Species Review Request - Dowagiac WWTP
Attachments: Site Maps.pdf

Hi,

We're requesting a rare species review for the Dowagiac wastewater treatment plant area. Attached is a USGS quad map showing the WWTP location; Cass County, Silver Creek Twp (T5S. R16W) section 35. Work areas are outlined in red boxes on the attached site maps.

Specifically, the City is looking to construct improvements to the existing WWTP. Proposed work includes replacing the existing aeration diffusers in the aeration tanks and replacing the blowers in the Blower Building. Other work includes removing the existing sand filters and installing a more efficient tertiary filtration system in the same footprint. Any excavation and construction work is limited to the existing WWTP site.

Please email me an invoice and we will get payment to you right away.

Thanks,

Elaine J. Venema, PE

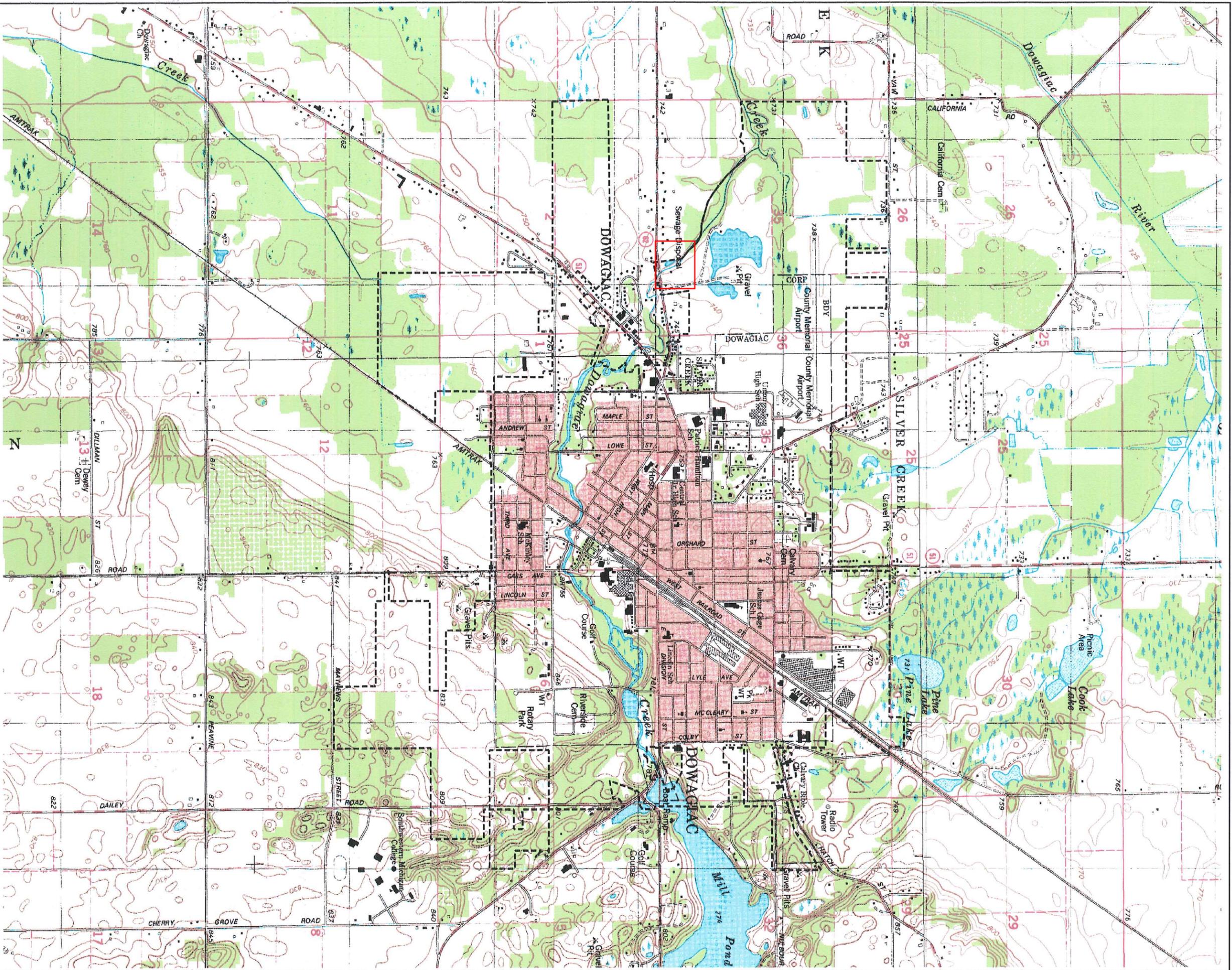
FLEIS & VANDENBRINK ENGINEERING, INC

2960 Lucerne Drive SE | Grand Rapids | MI | 49546

p: 616.977.1000 | c: 616.446.9669 | f: 616.977.1005

www.fveng.com

Please consider the environment before printing this email.



LEGEND:
 - - - - - CITY OF DOWAGIAC SERVICE AREA BOUNDARY



CITY OF DOWAGIAC, MICHIGAN
 WASTEWATER TREATMENT PLANT AND
 PUMP STATION IMPROVEMENTS
 PROJECT PLAN 2012
 USGS MAP

 Jones & Henry Engineers, Ltd.
 www.jhe.com
 Fluid Thinking™

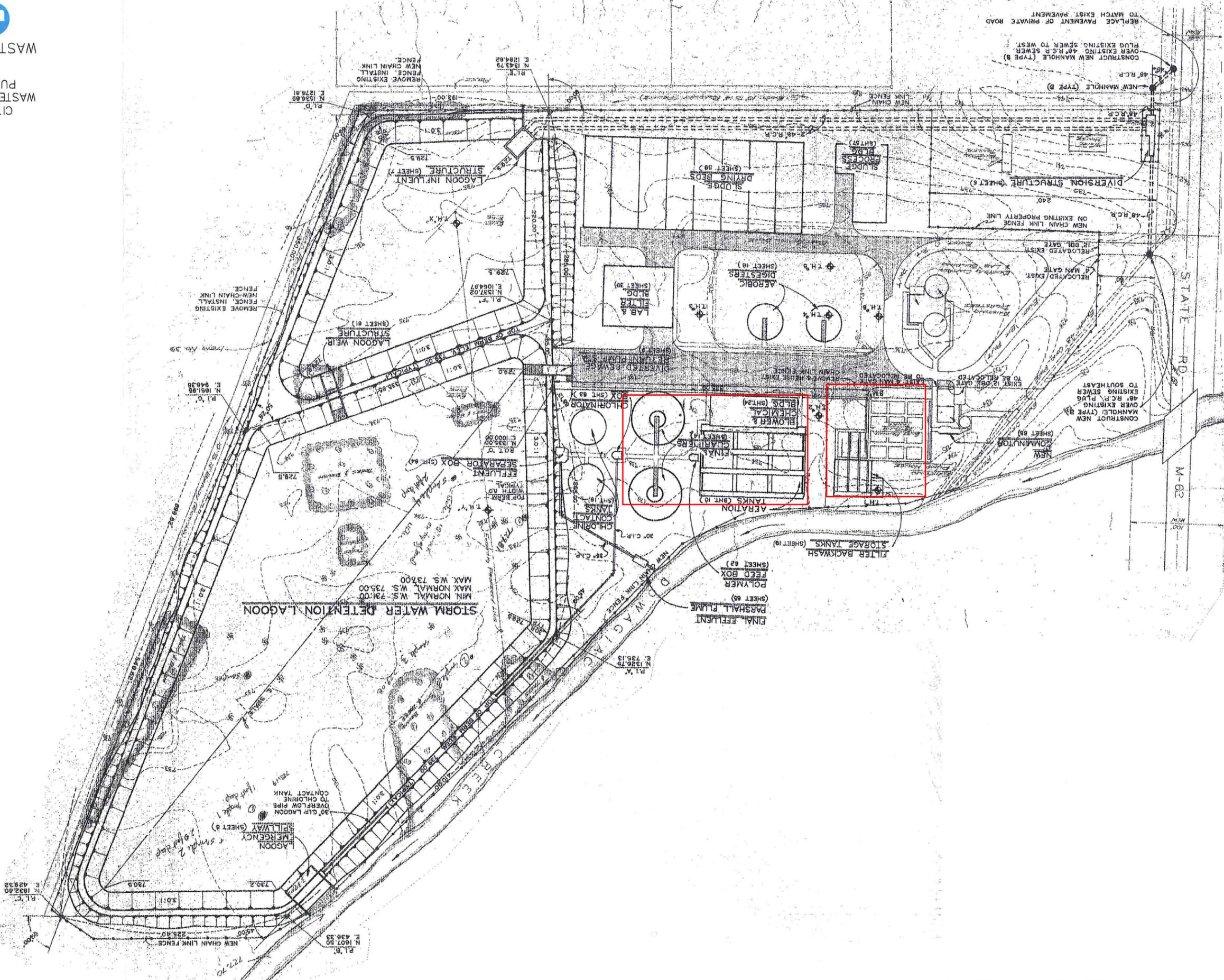
APPENDIX A-3



CITY OF DOWAGIAC, MICHIGAN
WASTEWATER TREATMENT PLANT AND
PUMP STATION IMPROVEMENTS
PROJECT PLAN 2012
WASTEWATER TREATMENT MAP

Jones & Henry Engineers, Ltd.
Fluid Thinking™
www.jheing.com

APPENDIX A-8



Elaine J. Venema

From: Sanders, Mike (DNR) [SandersM1@michigan.gov]
Sent: Tuesday, September 17, 2013 12:35 PM
To: Elaine J. Venema
Cc: Jeff Pugh; Ridge, Sue (DNR)
Subject: RE: Rare Species Review Request - Dowagiac WWTP
Attachments: IA_1296_City of Dowagiac.pdf; INVOICE_RSR#1296.pdf

Hi Elaine,

Thank you for allowing MNFI to evaluate this project for potential impacts to legally protected species and other natural features. Attached is your invoice plus our standard Information Agreement (IA) which details how our data can be used.

Please let me know if you have questions. We will begin processing your data once payment is received and the signed IA is returned.

V/r,

Mike Sanders

Michael A. Sanders, MS, MA
Environmental Review Specialist/Zoologist
Michigan Natural Features Inventory
P.O. Box 13036
Lansing, MI 48901
desk: 517.241.2159
sander75@msu.edu

From: Elaine J. Venema [evenema@fveng.com]
Sent: Tuesday, September 17, 2013 11:46 AM
To: mnfi@msu.edu
Cc: Jeff Pugh
Subject: Rare Species Review Request - Dowagiac WWTP

Hi,

We're requesting a rare species review for the Dowagiac wastewater treatment plant area. Attached is a USGS quad map showing the WWTP location; Cass County, Silver Creek Twp (T5S. R16W) section 35. Work areas are outlined in red boxes on the attached site maps.

Specifically, the City is looking to construct improvements to the existing WWTP. Proposed work includes replacing the existing aeration diffusers in the aeration tanks and replacing the blowers in the Blower Building. Other work includes removing the existing sand filters and installing a more efficient tertiary filtration system in the same footprint. Any excavation and construction work is limited to the existing WWTP site.

Please email me an invoice and we will get payment to you right away.

Thanks,

Elaine J. Venema, PE
FLEIS & VANDENBRINK ENGINEERING, INC
2960 Lucerne Drive SE | Grand Rapids | MI | 49546
p: 616.977.1000 | c: 616.446.9669 | f: 616.977.1005
www.fveng.com

Please consider the environment before printing this email.

Information Agreement

The Michigan Natural Features Inventory (MNFI) is a member of the Natural Heritage Program Network and is part of Michigan State University Extension Service and the Michigan Department of Natural Resources. MNFI is an organization of professionals dedicated to the conservation of Michigan's special natural features. MNFI has the responsibility for inventorying and collecting information about the state's "elements of biological diversity". These data are used to guide conservation and land management activities throughout the state.

The MNFI database is an ongoing and continuously updated information base. The database is the only comprehensive single source of existing information on Michigan's endangered, threatened, or otherwise significant plant and animal species, natural plant communities, and other natural features. This database cannot provide a definitive statement on the presence, absence, or condition of the natural features in any given locality, since most sites have not been specifically or thoroughly surveyed. Furthermore, plant and animal populations and natural communities change with time. Therefore, the information services provided should not be regarded as a complete statement on the occurrence of special natural features of the area in question. In many cases the information may require the interpretation of a trained scientist.

The recipient(s) of the information understand that state endangered and threatened species are protected under state law (Act 451 of 1994, the Natural Resources and Environmental Protection Act, Part 365, Endangered Species Protection). Any questions, observations, new findings, violations or permitting of project activities should be conducted with the Michigan Department of Natural Resources, Wildlife Division. Contact the Endangered Species Coordinator at (517) 373-1263. The recipient(s) of the information understand that federally endangered and threatened species are protected under federal law (Endangered Species Act of 1973). Any questions, observations, new findings, violations or permitting of project activities should be conducted with the U.S. Fish and Wildlife Service in East Lansing. Their phone number is (517) 351-2555. Recipients of the information are responsible for ensuring the protection of protected species before project activities begin.

MNFI is not a for-profit entity and fees for the data are turned back into database maintenance and program support. The costs for information can be obtained on our website MNFI.ANR.MSU.EDU under the services heading.

By acceptance of the information services made available through MNFI, the recipient understands that access to the information is provided for primary use only. MNFI requests that the user respect the confidential and sensitive nature of the information and restrict access to only those individuals requiring the information for the primary use. There should be no redistribution of the information. Indiscriminate distribution of information regarding locations of many rare species represents a threat to their protection. Additionally, since the information is constantly being updated MNFI requests that any information service provided by MNFI is destroyed upon completion of the primary use. This information should be considered valid for one year only.

The user should identify MNFI as information contributors on any map or publication using MNFI information, as follows: **Michigan Natural Features Inventory. 2013. Biotics 4 - Michigan's Natural Heritage Database. Lansing, Michigan. (Accessed: Month Day, 2013).** Abbreviations are acceptable on maps if referenced in full on accompanying documents.



MSU EXTENSION

Michigan Natural Features Inventory

P.O. Box 13036
Lansing, MI 48901

(517) 373-1552
fax: (517) 373-9566

mnfi.anr.msu.edu

Rare Species Review #1296 - City of Dowagiac Waste Water Treatment Plant Improvements

Standard turn around

Rush order

Project or primary use of Information: data for legally protected species and other rare natural features.

Description of information: Section 35, T05S, R16W and surrounding 1.5 mile buffer.

Elaine Verema
Recipient (Please Print)

Elaine J. Neman
Signature

Fleis & Vanden Brink Engineering
Organization/Association

9/17/13
Date

SUMMARY

Following is a presentation of portions of the City of Dowagiac SRF Project Plan (with the May 22, 2013 Amendment) for Green Project Reserve (GPR) funding. Provisions of the Environmental Protection Agency's (EPA)'s GPR guidance document indicate that a number of the components in the Dowagiac Wastewater Treatment Plant (WWTP) Improvements project are eligible for "principal forgiveness", or a reduction in the loan capital amount.

As discussed in the May 22, 2013 Amendment, two of the Selected Alternatives in the SRF Project Plan are proposed as part of the 2014 SRF Project. The first Selected Alternative, entitled *Alternative WWTP-C-2 – Secondary Treatment, Optimum Performance of Existing Facilities*, outlines upgrades to the existing aeration system at the WWTP. The energy savings projected with this Alternative are in excess of 70% at current conditions and 50% at design flows and loadings as compared to the current system. The proposed improvements are being submitted under paragraph 3.2-2 of the Environmental Protection Agency's (EPA)'s GPR guidance document as a categorically eligible project that achieves at least a 20% reduction in energy consumption. As such, a business case is not required.

The second Selected Alternative, *WWTP-D-3 – Installation of Disc Filters*, upgrades the inefficient multimedia gravity filters to more efficient disc filters. The existing filtration system requires a great deal of backwash water and uses antiquated, inefficient feed pumps. The proposed filtration system would reduce the amount of backwash water needed by approximately 94% and reduce the electrical energy usage by approximately 36%. Due to these projected energy savings, the Disc Filter upgrade is also categorically eligible for GPR funding.

BACKGROUND

The aeration system improvements are discussed in detail as Alternative WWTP-C-2 in the *City of Dowagiac Wastewater System Project Plan for State Revolving Fund* project plan, dated May 2012, as modified by the May 22, 2013 Amendment. The tertiary filter improvements are presented as Alternative WWTP-D-3, as amended.

The Dowagiac WWTP serves the City of Dowagiac, the Cassopolis Area Utility Authority, the Sister Lakes Area Utility Authority, and Indian Lake. The plant has a peak rated capacity of 4.0 million gallons per day (MGD) and a design average capacity of 2.5 MGD. Plant processes include grit removal, comminution, primary clarification, complete mix activated sludge aeration with phosphorous removal, secondary clarification, tertiary filtration, and chlorination and dechlorination. Solids processes include aerobic sludge digestion and a rotary sludge press dewatering, followed by landfilling of the dewatered solids.

CLASSIFICATION

The proposed improvements to the secondary treatment facilities qualify for Categorical GPR principal forgiveness under Section 3.2-2 (Energy Efficient Categorical Projects) of the Environmental Protection Agency (EPA) *Procedures for Implementing Certain Provisions of EPA's Fiscal Year 2012 Appropriations Affecting the Clean Water and Drinking Water State Revolving Fund Programs* document. This categorical qualification is based on electrical energy savings in excess of 20% as a result of the project.

Similarly, the recommended tertiary filter alternative qualifies based on electrical energy savings greater than 20% and a reduction in backwash water generation.

CONFIRMATION

As previously mentioned, portions of the proposed improvements qualify for categorical GPR principal forgiveness based on energy savings. Following is a discussion for each project alternative, detailing the energy savings as a result of completing these alternatives:

Secondary Treatment Facilities

The plant currently has three aerated treatment basins. Two of the basins are used year round with the third basin typically used through the warmer months of the year to provide additional aeration capacity for ammonia-nitrogen removal (known as nitrification). Each of the aeration basins is equipped with a coarse bubble diffusion system. Coarse bubble diffusers, while relatively maintenance free, are inefficient at transferring oxygen from the supplied air into the wastewater when compared with currently available air diffusion technologies.

Air is supplied to the aeration basins by three existing Spencer centrifugal blowers, each rated at 3,250 cubic feet per minute (with an average blower efficiency of approximately 59%) and powered by a 150 horsepower motor. Two of the blowers are powered by original 1970's motors with a motor efficiency of approximately 80%. The third blower has been upgraded with an aftermarket premium efficiency motor with an efficiency of approximately 95%. The blowers are not equipped with inlet throttling valves so, when called to run, they operate at 100% capacity even when a smaller air volume would be sufficient.

The WWTP currently has no online monitoring system for the dissolved oxygen (D.O.) concentration in the aeration basins. WWTP operators periodically use a portable D.O. meter to monitor the D.O. concentration. This mode of operation results in excessively high D.O. concentrations. A review of the WWTP Monthly Operating Reports (MORs) from January 2011 through January 2013 shows an average aeration basin D.O. concentration of 5.8 mg/L (as opposed to the recommended minimum level of 2.0 mg/L), as well as significant day to day variations in the aeration basin D.O. concentrations.

Throughout the winter, a single blower is needed to meet the D.O. requirements of the aeration basins. However, during the warm summer months, a second blower is required at times to supply enough air. The increased air requirement is due to nitrification requirements and reduced oxygen transfer efficiency from the blower air into the wastewater. Due to the operational limitations of the existing system (lack of online D.O. monitoring and no automated control of the blowers), once the second blower is required (usually sometime in May), two blowers are run continuously (each at 100% capacity) through September. According to the WWTP personnel, with a single blower running, the blower amperage draw averages 175 Amps (112.6 hp). With two blowers running, the average amperage draw is 155 Amps (99.7 hp) per blower. Based on the second blower being required from May 15 through September 30, the energy costs associated with the current system operation are:

Fall/Winter/Spring:

1 blower X 112.6 hp X 0.7457 kW/hp X 24 hr/day X 226 day/yr = 455,431 kW-hr/yr

Summer:

2 blowers X 99.7 hp X 0.7457 kW/hp X 24 hr/day X 139 day/yr = 496,038 kW-hr/yr

Total of Existing Aeration Energy Usage:

Energy used = 455,431 kW-hr/yr + 496,038 kW-hr/yr = 951,469 kW-hr/yr

Energy cost = 1,352,998 kW-hr/yr X \$0.10 per kW-hr = \$95,147 per year

The proposed improvements to the aeration facilities include new variable speed blowers, rated at 1,150 standard cubic feet of air per minute (scfm) at full speed and capable of being slowed to supply lower air flow rates at reduced energy consumption. The new blowers will have an average blower efficiency of approximately 70% and will be powered by 75 horsepower premium efficiency motors with an efficiency of 95%. A D.O. monitoring system will also be added to the aeration basins. The D.O. monitors will be tied into the plant Supervisory Control and Data Acquisition (SCADA) system. The SCADA system will then be able to control the speed of the blowers to increase or decrease the amount of air being supplied in order to maintain a D.O concentration of 2.0 mg/L in the aeration basins. Additionally, the aeration basin diffuser system will be converted from coarse bubble diffusers to a fine bubble diffusion system. Fine bubble diffusers will provide increased oxygen transfer efficiency from the supplied air into the wastewater as compared to the existing coarse bubble diffusers and will result in the need for much smaller blowers.

Calculation of the amount of air needed requires knowledge of the organic and nutrient loadings to the aeration basins. Review of the WWTP MORs from January 2011 through January 2013 indicates that the current organic and nutrient concentrations in the influent to the aeration basins through the summer months average approximately 146 mg/L of BOD₅ and 16 mg/L of ammonia respectively. Through the winter months, the organic loading averages 168 mg/L of BOD₅ and ammonia concentrations are not measured since nitrification is not required.

At these organic and nutrient concentrations and at the current summer average day flow of 1.12 MGD, 68,000 pounds of air are required per day during the summer using the proposed aeration system (as opposed to 245,000 pounds of air delivered using the current aeration system). Through the winter months, when the average day flow drops to 1.07 MGD, 50,000 pounds of air are required per day using the proposed aeration system (as opposed to 209,000 pounds of air delivered using the current aeration system). The air calculations translate to an average air flow of 630 scfm through the summer and 463 scfm through the winter for the proposed aeration system. This means that, on average, 55% of current blower capacity is required to be in operation to supply the required air through the summer months and 40% of current blower capacity is required to be in operation to supply the required air through the winter months.

At current average flow and organic and nutrient concentrations, the energy required for the proposed aeration system is:

Fall/Winter/Spring:

0.40 blowers X 75 hp X 0.7457 kW/hp X 24 hr/day X 226 day/yr = 122,132 kW-hr/yr

Summer:

0.55 blowers X 75 hp X 0.7457 kW/hp X 24 hr/day X 139 day/yr = 102,210 kW-hr/yr

Total of Existing Aeration Energy Usage:

Energy used = 122,132 kW-hr/yr + 102,210 kW-hr/yr = 224,342 kW-hr/yr

Energy cost = 224,342 kW-hr/yr X \$0.10 per kW-hr = \$22,434 per year

The design average flow for the WWTP is 2.5 MGD and the peak flow is 4.0 MGD. Based on current average organic and nutrient concentrations, design concentrations of 150 mg/L for BOD₅ and 20 mg/L for ammonia were assumed for summer average day loadings and 120 mg/L for BOD₅ and 15 mg/L for ammonia were assumed for summer peak loadings. Based on these flow rates and concentrations, the proposed aeration system will require 160,000 pounds of air per day for the design average day flow and 196,000 pounds of air per day for the peak flow. These air requirements translate to air flows of 1,481 scfm and 1,815 scfm and will require 1.29 blowers and 1.58 blowers, respectively (based on proposed blower capacity). For the purpose of energy calculations, it is assumed that the current aeration system is sufficient to meet the design average and peak flows as currently operated (i.e. 2 blowers at full speed).

At design average and peak flows for summer organic and nutrient concentrations, the energy required for the proposed aeration system is:

Design Average:

Energy used = 1.29 blowers X 75 hp X 0.7457 kW/hp X 24 hr/day = 1,729 kW-hr/day

Energy cost = 1,729 kW-hr/day X \$0.10 per kW-hr = \$173

Peak Flow:

Energy used = 0.55 blowers X 75 hp X 0.7457 kW/hp X 24 hr/day = 2,118 kW-hr/day

Energy cost = 2,118 kW-hr/day X \$0.10 per kW-hr = \$212

At design average and peak flows for summer organic and nutrient concentrations, the energy required for the existing aeration system is:

Design Average and Peak Flow:

Energy used = 2 blowers X 99.7 hp X 0.7457 kW/hp X 24 hr/day = 3,569 kW-hr/day

Energy cost = 3,569 kW-hr/day X \$0.10 per kW-hr = \$357

Comparing the existing aeration system to the proposed aeration system, the energy and cost savings can be summarized as follows:

At Current Average Flow and Loading:

$((951,469 \text{ kW-hr/yr} - 224,342 \text{ kW-hr/yr})/951,469 \text{ kW-hr/yr}) \times 100\% = 76\%$ energy savings

$(951,469 \text{ kW-hr/yr} - 224,342 \text{ kW-hr/yr}) \times \$0.10/\text{kW-hr} = \$72,700$ per year savings

At Design Average Flow and Loading:

$((3,569 \text{ kW-hr/day} - 1,729 \text{ kW-hr/day})/3,569 \text{ kW-hr/day}) \times 100\% = 52\%$ energy savings

$(3,569 \text{ kW-hr/day} - 1,729 \text{ kW-hr/day}) \times \$0.10/\text{kW-hr} = \$184$ per day savings

At Peak Flow and Loading:

$((3,569 \text{ kW-hr/day} - 2,118 \text{ kW-hr/day})/3,569 \text{ kW-hr/day}) \times 100\% = 41\%$ energy savings

$(3,569 \text{ kW-hr/day} - 2,118 \text{ kW-hr/day}) \times \$0.10/\text{kW-hr} = \$145$ per day savings

The energy savings resulting from the proposed improvements to the aeration system at all design conditions exceeds the 20% guidance. As such, the energy savings qualify the project as categorically eligible.

Tertiary Filtration

The second Selected Alternative, *WWTP-D-3 – Installation of Disc Filters*, upgrades the inefficient multimedia gravity filters to more efficient fabric disc filters. The existing filtration system was designed to handle average influent flows of 2.5 MGD and peak flows up to 4.0 MGD; however the existing system is not currently achieving these loading rates. The City evaluated optimizing the existing filter system and also replacing the existing system with a more efficient technology.

The Recommended Alternative includes replacement of the existing multimedia (gravel/sand/anthracite) gravity filters with fabric disc filters, a newer, more efficient filter technology. The proposed disc filters have a much lower headloss than the existing filters, allowing for much smaller filter pump motors. The new filter feed pump motors will also be more efficient than the existing pump motors. In addition, because the proposed filters require less backwash water, the 30 hp backwash pumps would be replaced with 7.5 hp pumps.

The annual electrical usage for the existing tertiary filtration process is estimated at 258,455 kWh. Table 1 presents the motor loads, approximate runtimes, and electrical usage for the existing tertiary filters.

Table 1 - Electrical Usage Estimate, Existing Process

	Motor (hp)	No. of Motors	Total Motor (hp)	Est. BHP	Motor Efficiency	Est. Runtime (hrs/day)	Est. Runtime (hrs/yr)	Elec. Usage (kWh/yr)	Annual Cost (\$/yr)
Air wash blowers	20	2	40	20	85%	0.8	292	5,119	\$ 512
Filter feed pumps (C, C)	40	2	80	66	85%	12	3942	228,033	\$ 22,803
Filter feed pump (D)	30	1	30	25	85%	8	2602	57,008	\$ 5,701
Backwash feed pumps	30	2	60	30	85%	1.3	487	12,796	\$ 1,280
Backwash return pumps	2	1	2	2	85%	1.3	487	853	\$ 85
TOTAL								303,810	\$ 30,381

The annual electrical usage for the proposed disc filter process is estimated at 193,222 kWh. Table 2 presents the motor loads, approximate runtimes, and electrical usage for the proposed filtration process.

Table 2 - Electrical Usage Estimate, Proposed Process

	Motor (hp)	No. of Motors	Total Motor (hp)	Est. BHP	Motor Efficiency	Est. Runtime (hrs/day)	Est. Runtime (hrs/yr)	Elec. Usage (kWh/yr)	Annual Cost (\$/yr)
Filter feed pumps	25	2	50	46	88%	12	4380	169,088	\$ 16,909
Backwash feed pumps	7.5	2	15	15	88%	0.41	149	1,886	\$ 189
Filter drive	3	1	3	3	88%	24	8760	22,248	\$ 2,225
TOTAL								193,222	\$ 19,322

The difference in the electrical usage between the existing filtration process and the proposed filtration process is 110,588 kW-h per year, or approximately 36%.

In addition to the electrical savings, the proposed filters offer an additional environmental benefit. The backwash water required will be reduced by 94%. The existing filters must be backwashed at a

rate of 15 gallons per minute per square foot of filter media surface area. The filters are backwashed at a frequency dependent on the loading and solids content, but typically averaging twice per day for 10 minutes. This equates to approximately 98 million gallons per year or 19% of the influent flow rate. The proposed filters utilize approximately 1% of the influent flow rate for backwashing. This backwash water reduction significantly reduces the amount of backwash water routed back through the WWTP for additional treatment.

CONCLUSION

Significant energy and cost savings can be realized by converting the secondary treatment process into a fine bubble activated sludge process and installing new, higher efficiency, variable speed aeration blowers. The pre-design budgetary cost estimate of the improvements to the secondary treatment facilities is \$1,309,050, most of which should qualify for GPR principal forgiveness.

Similarly, the proposed disc filter system would substantially reduce the electrical usage due to smaller and more efficient filter feed pump and backwash pump motors, and elimination of the air wash blowers. In addition, the proposed filter system requires only a small fraction of the backwash water compared to the water volume necessary for the existing system. The pre-design budgetary cost estimate for the tertiary filter improvements is \$554,800, all of which should qualify for GPR principal forgiveness.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 20, 2013

SUBJECT: Interfund Loan Between the Electric Fund and Solid Waste Fund

The attached resolution would authorize a loan from the Electric Fund to the Solid Waste Fund for the purpose of dealing with non-recurring large expenditures that have hit the Solid Waste Fund for landfill remediation purposes in this current fiscal year. This is a loan, not a transfer from the Electric Fund, and would be repaid over a ten-year time period at an interest rate of 3%.

RECOMMENDATION

Authorize the resolution that allows for an interfund loan from the Electric Fund to the Solid Waste Fund.

Support Documents:
Cover Memo-City Mgr.
Resolution

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

WHEREAS, the Solid Waste Fund has experienced unusual non-recurring expenditures in FY
2012-13; and

WHEREAS, City Council desires to balance the impact of said expenditures over multiple
funds; and

WHEREAS, the Electric Fund has sufficient cash reserves for a loan to this fund at a fair and
reasonable interest rate.

NOW, THEREFORE, BE IT RESOLVED that City Council does hereby authorize a loan
from the Electric Fund to the Solid Waste Fund in the amount of \$160,000 to be
repaid in equal installments over a ten-year period at an interest rate of 3%.

ADOPTED/REJECTED

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 20, 2013

SUBJECT: Classification and Compensation System Annual Amendment

A resolution is on Monday's agenda for the purpose of amending the City's non-union Classification and Compensation System to be effective October 1, 2013. The recommendation is that the Classification and Compensation wage scales be increased by 1.5%. This increase is consistent with existing collective bargaining agreements and budgeted amounts for the upcoming year. It is also important to note that the amount that the City contributes towards health insurance is now capped.

Attached you will find a memo from Assistant City Manager, Rose Scherr, that details the Classification and Compensation System pay ranges that are proposed.

RECOMMENDATION

I recommend that Council approve the City's non-union Classification and Compensation System to be effective October 1, 2013.

Support Documents:

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

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

WHEREAS, Section 7.7 of the Dowagiac City Charter sets forth the duties of the City
Manager, and;

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

WHEREAS, the City Manager shall recommend to the Council for consideration such
measures as he may deem necessary and expedient, and;

WHEREAS, the City Manager recommends to Council the approval of an annual fiscal year
adjustment of 1.50% to the Classification and Compensation System as attached
hereto.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote
of its City Council, does hereby approve and adopt the annual fiscal year
adjustment of 1.50% to the Classification and Compensation System attached
hereto effective October 1, 2013.

ADOPTED/REJECTED

CITY OF DOWAGIAC

Interdepartmental Memo

TO: Kevin Anderson, City Manager

FROM: Rozanne Scherr, HR Director/Assistant City Manager

RE: Classification & Compensation System FY 2013-14

DATE: September 13, 2013

As discussed, attached is the proposed update to the Classification & Compensation System for Fiscal Year 2013-14. Presentation is consistent with past years in keeping with the desire to provide transparency. The 1.5% across the board increase is consistent with union scale increases in place. Following is an in-depth explanation of the structure of the system:

Exhibit "A" provides a compilation of exempt (full- & part-time) and full-time nonexempt positions with the minimum and maximum annual salary ranges. This information is similar to prior years.

Exhibit "B" provides a compilation of part-time, seasonal and on-call positions with hourly wage rate minimum and maximums.

Exhibit "C" shows those positions classified as nonexempt that are subject to overtime provisions under the Fair Labor Standards Act (FLSA). Please note that Fire Department employees have a notation of "Special 7k Work Period" next to their titles and a lower hourly rate. Under the FLSA, public-sector (government) fire departments may establish special "7(k) work periods" for sworn firefighters, which can increase the FLSA overtime "thresholds" beyond the normal 40 hour week. Firefighters covered by these special work periods are entitled to FLSA overtime only for hours worked in excess of a threshold set by the Department of Labor. For example, in a 28 day work period, fire fighters would be entitled to FLSA overtime only for hours actually worked over 212 during that 28 day period (in essence, a 53 hour work week). "7(k)" refers to the section of the FLSA in which these special rules are contained, 29 USC §207(k). Thus, the hourly rate for a full-time fire employee is the annual salary calculated on a 106 hour bi-weekly work period.

Exhibit "D" provides the list of positions classified as exempt from overtime. There are a variety of exemption classifications, including executive, administrative, computer and highly compensated individuals. Each of the employees in the exempt category fit within the required exemptions criteria. Outside of a formal agreement for specific part-time work expectations, all other full-time employees in this category are paid a set salary per pay period whether they work 80 hours per bi-weekly pay period or 100 hours per bi-weekly pay period.

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

EXHIBIT "A"**2013-2014****City of Dowagiac****Non-Union Classification & Compensation System****Grade Structure and Annual Salary Ranges****Exempt and Non-Exempt Employees**

Grade	Position	Minimum	Maximum
1	DART Driver	15,857	26,063
2	DART Dispatcher	26,621	34,607
3		28,619	37,204
4	Chief Technician Executive Secretary Customer Services-Building Assistant	31,480	40,922
5	CAD Operator Customer Services Administrative Assistant Utility Specialist	33,841	43,994
6	Fire Fighter Grounds Foreman Customer Services Office Manager	37,225	48,393
7	DDA Program Director (PT) Fire Lieutenant Computer Information Technician Museum Director	40,017	52,020
8	Fire Captain Public Works Operations Superintendent	43,019	55,924
9	Deputy Police Chief Deputy Fire Chief	48,395	62,915
10	Building Official HR Director/Asst. City Manager	58,076	75,497
11	Director of Public Safety Director of Public Services	64,153	83,398

Across the board increase:

1.50%

EXHIBIT "B"

2013-2014

City of Dowagiac

Non-Union Classification & Compensation System

Grade Structure and Hourly Wage Ranges

Part-time/Seasonal/On-Call

Grade	Position	Minimum	Maximum
1	DART Driver Compost Site Attendant Seasonal Grounds Maintenance PTOC Fire Personnel	7.62	12.53
2	Customer Services Representative	12.80	16.64
3	Payroll Clerk	13.76	17.89
4	Code Enforcement Officer	15.13	19.67
5		16.27	21.15
6		17.63	23.27
7		18.95	25.01
8		20.38	26.89
9		22.92	30.25
10		27.51	36.30
11		30.39	40.10

EXHIBIT "C"

2013-2014
City of Dowagiac
Non-Union Classification & Compensation System
Grade Structure and Annual Salary Ranges
Full-Time Nonexempt

Grade	Position	Minimum	Maximum
1	DART Driver	7.62	12.53
2	DART Dispatcher	12.80	16.64
3		13.76	17.89
4	Chief Technician Executive Secretary Customer Services-Building Assistant	15.13	19.67
5	CAD Operator Customer Services Administrative Assistant Utility Specialist	16.27	21.15
6	Fire Fighter ("Special 7k Work Period") Grounds Foreman	13.31 17.63	17.30 23.27
7	Fire Lieutenant ("Special 7k Work Period")	14.31	18.60
8	Fire Captain ("Special 7k Work Period") Public Works Operations Superintendent	15.38 20.38	19.99 26.89
9		22.92	30.25
10		27.51	36.30
11		30.39	40.10

EXHIBIT "D"**2013-2014****City of Dowagiac****Non-Union Classification & Compensation System****Grade Structure and Annual Salary Ranges****Exempt Employees Full & Part-Time**

Grade	Position	Minimum	Maximum
1		15,857	26,063
2		26,621	34,607
3		28,619	37,204
4		31,480	40,922
5		33,841	43,994
6		36,675	48,393
7	DDA Program Director (PT) Computer Information Technician Museum Director	39,426	52,020
8		42,383	55,924
9	Deputy Police Chief Deputy Fire Chief	47,680	62,915
10	Building Official HR Director/Asst. City Manager	57,218	75,497
11	Director of Public Safety Director of Public Services	63,205	83,398

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 20, 2013

SUBJECT: Budget Amendments

At year end it is important to review the budget and make appropriate amendments. While this is a normal business action each year, all amendments must be made and approved through Council before the close of our fiscal year (September 30).

Our accountant is working to clean up and finalize the list over the weekend. The plan is to walk in any remaining amendments into the meeting on Monday and review them with Council prior to action.

RECOMMENDATION

Approve the resolution authorizing budget amendments.

Support Documents:

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

Resolution #7
September 23, 2013

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

WHEREAS, the City administration has reviewed the attached budgets for the 2012-13 fiscal year and the actual revenues and expenditures through September 30, 2013; and

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

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

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

ADOPTED/REJECTED

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

Account	Description	Amount	Reason for Change	
101	General Fund			
R	101-212-423.10	Payment in Lieu of Taxes	35,000	Increase to expected
R	101-216-457.00	City License	50	Increase to expected
R	101-336-607.50	Fire Class Training Income	1,000	Increase to expected
R	101-371-479.40	Other Fees	1,500	Increase to expected
R	101-371-626.31	Code Enforcement Fees	12,000	Increase to expected
R	101-985-676.00	Transfers from other funds	330,000	Transfer from electric
	101-172-717.00	Life Insurance	250	Increase to expected
	101-172-718.00	Retirement Contributions	500	Increase to expected
	101-191-728.00	Office Supplies	250	Increase to expected
	101-201-801.00	Contractual/Professional Services	1,500	Increase to expected
	101-209-702.00	Salaries & Wages	200	Increase to expected
	101-215-702.00	Salaries & Wages	200	Increase to expected
	101-263-801.00	Contractual/Professional Services	3,000	Increase to expected
	101-263-956.00	Miscellaneous Expense	50	Increase to expected
	101-265-718.00	Retirement Contributions	1,200	Increase to expected
	101-265-740.00	Operating Supplies	(10,000)	Decrease to expected
	101-265-801.00	Contractual/Professional Services	15,000	Increase to expected
	101-265-801.00	Contractual/Professional Services	17,000	Increase to expected
	101-265-974.20	Cemetery/Grounds Improvements	1,700	Increase to expected
	101-301-701.99	Police Administrative Wages	5,000	Increase to expected
	101-301-701.99	Police Administrative Salaries	45,000	Increase to expected
	101-301-702.27	Holiday Pay	2,500	Increase to expected
	101-301-702.27	Holiday Overtime	1,800	Increase to expected
	101-301-702.61	MPE Maintenance Labor	160	Increase to expected
	101-301-715.00	FICA Taxes	3,825	Increase to expected
	101-301-716.00	Health/Dental Insurance	7,000	Increase to expected
	101-301-718.00	Retirement Contributions	5,000	Increase to expected
	101-301-718.00	Retirement Contributions	16,000	Increase to expected
	101-301-720.00	Worker's Compensation	1,700	Increase to expected
	101-301-740.00	Operating Supplies	350	Increase to expected
	101-301-801.00	Contractual/Professional Services	300	Increase to expected
	101-301-801.00	Contractual/Professional Services	4,000	Increase to expected
	101-301-873.10	Training Public Act #302	350	Increase to expected
	101-302-702.29	Court Overtime	100	Increase to expected
	101-302-720.00	Worker's Compensation	550	Increase to expected
	101-303-702.00	Salaries & Wages	8,500	Increase to expected
	101-303-702.25	Regular Overtime	350	Increase to expected
	101-303-715.00	FICA Taxes	1,150	Increase to expected
	101-336.702.00	Salaries & Wages	16,000	Increase to expected
	101-336-703.25	PT Off OT Coverage	300	Increase to expected
	101-336-703.25	PT OT Labor	800	Increase to expected
	101-336-715.00	FICA Taxes	2,000	Increase to expected
	101-336-716.00	Health/Dental Insurance	2,000	Increase to expected
	101-336-717.00	Life Insurance	200	Increase to expected
	101-336-751.00	Gas & Diesel	1,500	Increase to expected
	101-336-801.00	Contractual/Professional Services	1,200	Increase to expected
	101-336-930.00	Equipment Maintenance	500	Increase to expected
	101-336-932.00	Vehicle Insurance	600	Increase to expected
	101-371-702.61	MPE Maintenance Labor	100	Increase to expected
	101-371-801.06	Code Enforcement	7,000	Increase to expected
	101-371-801.22	Mechanical Inspections	1,000	Increase to expected

101-448-934.00	Site Maintenance/Improvement	1,000	Increase to expected				
101-487-990.00	Debt Service	500	Increase to actual				
101-537-702.00	Salaries & Wages	500	Increase to expected				
101-537-720.00	Worker's Compensation	30	Increase to expected				
101-537-801.00	Contractual/Professional Services	7,000	Increase to expected				
101-537-801.00	Contractual/Professional Services	5,800	Increase to expected				
101-537-920.00	Utilities	1,500	Increase to expected				
101-537-956.00	Miscellaneous Expense	50	Increase to expected				
101-804-728.00	Office Supplies	20	Increase to expected				
101-804-740.00	Operating Supplies	2,500	Increase to expected				
101-804-801.00	Contractual/Professional Services	1,000	Increase to expected				
101-804-801.00	Contractual/Professional Services	500	Increase to expected				
101-804-805.00	Dues, Memberships, Subscriptions	40	Increase to expected				
101-804-956.00	Miscellaneous Expense	600	Increase to expected				
101-985-965.00	Transfers to other funds	10,000	Increase to cover local streets				
	Revenue	379,550	Expense	198,725	Overall	180,825	Increase / (Decrease) Fund Bal.

202 Major Streets

202-473-801.00	Contractual/Professional Services	1,500	Increase to expected				
202-475-920.00	Utilities	600	Increase to expected				
202-483-702.00	Salaries & Wages	1,150	Increase to expected				
202-483-715.00	FICA Taxes	100	Increase to expected				
202-485-965.23	Transfer to Local Streets	20,000	Increase to expected				
	Revenue	-	Expense	23,350	Overall	(23,350)	Increase / (Decrease) Fund Bal.

203 Local Streets

R	203-476-676.00	Transfers from Other Funds	78,000	Increase to cover expenses Electric/Major			
R	203-476-676.22	Transfer from Major	20,000	Increase to cover expenses			
R	203-476-569.00	State Operating Assistance	10,000	Increase to expected			
	203-463-702.00	Salaries & Wages	25,000	Increase to expected			
	203-463-715.00	FICA Taxes	2,200	Increase to expected			
	203-463-716.00	Health/Dental Insurance	(7,000)	Reclass within fund			
	203-463-718.00	Retirement Contributions	5,500	Reclass within fund			
	203-463-720.00	Worker's Compensation	275	Increase to expected			
	203-463-910.00	General Insurance Coverage	300	Increase to expected			
	203-463-946.00	Equipment Rental	38,000	Increase to expected			
	203-469-702.00	Salaries & Wages	4,200	Increase to expected			
	203-469-715.00	FICA Taxes	240	Increase to expected			
	203-475-946.00	Equipment Rental	500	Increase to expected			
	Revenue	108,000	Expense	69,215	Overall	38,785	Increase / (Decrease) Fund Bal.

208 Parks

R	208-718-676.52	Transfer from Electric Utility	20,000	Transfer from electric			
	208-718-956.00	Miscellaneous Expense	20	Increase to actual			
	Revenue	20,000	Expense	20	Overall	19,980	Increase / (Decrease) Fund Bal.

218 Sidewalk Replacement Program

NO ADJUSTMENTS SUGGESTED

	<i>Revenue</i>	<i>Expense</i>	<i>Overall</i>	<i>- Increase / (Decrease) Fund Bal.</i>
226 Solid Waste				
R 226-523-695.00	Miscellaneous Income		160,000	Increase to expected
226-523-702.05	Administrative Salaries		3,300	Increase to expected
226-523-702.16	Wages		4,000	Increase to expected
226-523-702.25	Regular Overtime		(2,000)	Decrease to expected
226-523-715.00	FICA Taxes		1,000	Increase to expected
226-523-717.00	Life Insurance		80	Increase to expected
226-523-720.00	Worker's Compensation		400	Increase to expected
226-523-801.00	Contractual/Professional		8,000	Increase to expected
226-523-801.07	Nubour Landfill Maint Services		125,000	Increase to expected
226-523-946.00	Equipment Rental		14,000	Increase to expected
226-523-956.10	City Hall Operational Overhead		10	Increase to expected
	Revenue 160,000	Expense 153,790	Overall 6,210	Increase / (Decrease) Fund Bal.
240 Industrial/Economic Development				
240-261-801.00	Contractual/Professional Services		2,400	Increase to expected
	Revenue	Expense 2,400	Overall (2,400)	Increase / (Decrease) Fund Bal.
242 Brownfield Redevelopment Authority				
	NO ADJUSTMENTS SUGGESTED			
	Revenue -	Expense -	Overall -	Increase / (Decrease) Fund Bal.
243 LDFA Project				
	NO ADJUSTMENTS SUGGESTED			
	Revenue	Expense -	Overall -	Increase / (Decrease) Fund Bal.
245 DDA TIF Project				
	NO ADJUSTMENTS SUGGESTED			
	Revenue -	Expense -	Overall -	Increase / (Decrease) Fund Bal.
252 Rehab Loan Payments				
	NO ADJUSTMENTS SUGGESTED			
	Revenue -	Expense -	Overall -	Increase / (Decrease) Fund Bal.
255 Rental Rehab				
	NO ADJUSTMENTS SUGGESTED			
	Revenue -	Expense -	Overall -	Increase / (Decrease) Fund Bal.
265 Municipal Facilities/Improvement				
265-264-931.07	CDET Build Maint/Utilities		800	Increase to expected

	Revenue	-	Expense	800	Overall	(800) Increase / (Decrease) Fund Bal.
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266 City Drug Forfeiture

NO ADJUSTMENTS SUGGESTED

	Revenue	-	Expense	-	Overall	- Increase / (Decrease) Fund Bal.
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268 Federal Drug Forfeiture

NO ADJUSTMENTS SUGGESTED

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

NO ADJUSTMENTS SUGGESTED

	Revenue	-	Expense	-	Overall	- Increase / (Decrease) Fund Bal.
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497 M-51 S Commercial Development

NO ADJUSTMENTS SUGGESTED

	Revenue	-	Expense	-	Overall	- Increase / (Decrease) Fund Bal.
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499 Capital Project Fund

R	449-446-676.00	Transfer from other funds		5,000	Transfer from Electric
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	Revenue	5,000	Expense	-	Overall	5,000 Increase / (Decrease) Fund Bal.
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582 Electric Utility

R	582-440-607.00	Service Fee Income		2,000	Increase to expected
R	582-440-644.00	Residential Sales		20,000	Increase to expected
R	582-440-645.00	General Svs/Commercial Sales		125,000	Increase to expected
R	582-440-646.00	Large Light/Industrial Sales		140,000	Increase to expected
R	582-446-647.00	Municipal Water/Pub Service Sales		(75,000)	Decrease to expected
R	582-440-648.00	Security Light Sales		1,000	Increase to expected
R	582-440-649.00	Energy Optimization Sales		9,000	Increase to expected
	582-442-702.00	Salaries & Wages		(3,000)	Reclass within fund
	582-442-716.00	Health/Dental Insurance		(8,000)	Reclass within fund
	582-442-718.00	Retirement Contributions		11,000	Reclass within fund
	582-442-801.00	Contractual/Professional Services		6,000	Increase to expected
	582-483-702.00	Salaries & Wages		20,000	Increase to expected
	582-483-718.00	Retirement Contributions		7,000	Increase to expected
	582-483-969.00	Payment in Lieu of taxes		17,000	Increase to actual
	582-850-801.00	Contractual/Professional Services		15,000	Reclass within fund
	582-850-880.05	Business Recruitment		(15,000)	Reclass within fund
	582-483-965.00	Transfer to Other Funds		523,000	Transfer to Streets, Parks, Capital Project, & General Funds

	Revenue	222,000	Expense	573,000	Overall	(351,000) Increase / (Decrease) Fund Bal.
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588 Dial A Ride Transportation

R	588-959-569.00	State Operating Assistance		2,000	Increase to expected
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588-959-702.07	Dispatch Wages		3,500	Increase to expected
588-959-942.00	Office Rental		250	Increase to actual
588-959-948.00	Garage Space Rental		50	Increase to actual
588-959-970.00	Capital Items		(60,000)	Decrease to expected - fixed asset/bs item
	Revenue	2,000	Expense (56,200.00)	Overall 58,200 Increase / (Decrease) Fund Bal.
<hr/>				
590	Sewer Utility			
R	590-440-695.00	Miscellaneous Income	1,700	Increase to expected
R	590-440-644.11	Contractual Utility Sales	(15,000)	Decrease to expected
R	590-536-607.00	Service Fee Income	5,000	Increase to expected
	590-442-970.00	Capital Items	2,000	Increase to expected
	590-443-754.00	Chemicals	(20,000)	Reclass within fund
	590-443-801.00	Contractual/Professional	20,000	Reclass within fund
	590-443-956.10	City Hall Overhead Estimates	5	Increase to expected
	590-483-717.00	Life Insurance	270	Increase to expected
	590-539-784.10	Repair Maintenance/Supply	1,800	Increase to expected
	Revenue	(8,300)	Expense 4,075.00	Overall (12,375) Increase / (Decrease) Fund Bal.
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591	Water Utility			
	591-483-717.00	Life Insurance	70	Increase to expected
	591-483-853.00	Telephone	500	Increase to expected
	Revenue	-	Expense 570.00	Overall (570) Increase / (Decrease) Fund Bal.
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661	Motor Pool/Equipment			
R	661-932-671.00	Equipment Rental	25,000	Increase to estimated
	661-932-751.00	Gas & Diesel	6,000	Increase to estimated
	661-932-920.00	Utilities	400	Increase to estimated
	661-932-933.00	Vehicle Maintenance	8,000	Increase to estimated
	661-932-946.00	Equipment Rental	400	Increase to estimated
	661-932-970.00	Capital Items	1,800	Increase to estimated
	Revenue	25,000	Expense 16,600.00	Overall 8,400 Increase / (Decrease) Fund Bal.
<hr/>				
662	Computer Replacement Fund			
	NO ADJUSTMENTS SUGGESTED			
	Revenue	-	Expense -	Overall - Increase / (Decrease) Fund Bal.
<hr/>				
677	Self Insurance			
	NO ADJUSTMENTS SUGGESTED			
	Revenue	-	Expense -	Overall - Increase / (Decrease) Fund Bal.
<hr/>				
678	Self Insurance - MMRMA			
R	678-954-672.00	Transfer In - Member Contributions	5,000	Increase to actual
	678-954-965.00	Transfer to Other Funds	45,000	Increase to estimated
	Revenue	5,000	Expense 45,000.00	Overall (40,000.00) Increase / (Decrease) Fund Bal.

711 Cemetery Trust

R 711-276-610.00 Perpetual Care Fees 1,500 Increase to estimated

Revenue	1,500	Expense	-	Overall	1,500.00	Increase / (Decrease) Fund Bal.
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733 Retiree Insurance

NO ADJUSTMENTS SUGGESTED

Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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753 Public Art

R 753-277-675.01 Donations 500 Increase to expected

Revenue	500	Expense	-	Overall	500.00	Increase / (Decrease) Fund Bal.
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All Funds (111,095) Increase / (Decrease) Fund Bal.

Signature

Date Approved

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

Account	Description	Amount	Reason for Change
101	General Fund		
R 101-212-423.10	Payment in Lieu of Taxes	(35,000)	Adjust to expected
R 101-299-575.00	State Revenue Sharing	75,000	Adjust to expected
101-804-970.00	Capital Items	24,000	Adjust to actual
	Revenue	40,000	Expense
		24,000	Overall
			16,000 Increase / (Decrease) Fund Bal.
202	Major Streets		
R 202-476-569.00	State Operating Assistance	35,000	Increase to expected
R 202-476-546.00	State Infrastructure Assist	900	Increase to expected
202-479-784.00	Repair Maint Supply	4,800	Increase to actual
202-486-783.51	Snow & Ice Control M-51	1,060	Increase to actual
202-486-783.62	Snow & Ice Control M-62	1,060	Increase to actual
	Revenue	35,900	Expense
		6,920	Overall
			28,980 Increase / (Decrease) Fund Bal.
203	Local Streets		
203-479-784.00	Repair Maint Supply	5,250	Increase to expected
	Revenue		Expense
		5,250	Overall
			(5,250) Increase / (Decrease) Fund Bal.
208	Parks		
	NO ADJUSTMENTS SUGGESTED		
	Revenue	Expense	Overall
			- Increase / (Decrease) Fund Bal.
218	Sidewalk Replacement Program		
	NO ADJUSTMENTS SUGGESTED		
	Revenue	Expense	Overall
			- Increase / (Decrease) Fund Bal.
226	Solid Waste		
	NO ADJUSTMENTS SUGGESTED		
	Revenue	Expense	Overall
			- Increase / (Decrease) Fund Bal.
240	Industrial/Economic Development		
	NO ADJUSTMENTS SUGGESTED		
	Revenue	Expense	Overall
			- Increase / (Decrease) Fund Bal.
242	Brownfield Redevelopment Authority		
	NO ADJUSTMENTS SUGGESTED		
	Revenue	Expense	Overall
			- Increase / (Decrease) Fund Bal.
243	LDFA Project		
	NO ADJUSTMENTS SUGGESTED		

	Revenue		Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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244 Economic Development

244-261-970.00	Capital Items			30,000		Increase to expected
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	Revenue		Expense	30,000	Overall	(30,000)	Increase / (Decrease) Fund Bal.
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245 DDA TIF Project

NO ADJUSTMENTS SUGGESTED

	Revenue		Expense		Overall	-	Increase / (Decrease) Fund Bal.
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252 Rehab Loan Payments

NO ADJUSTMENTS SUGGESTED

	Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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255 Rental Rehab

NO ADJUSTMENTS SUGGESTED

	Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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265 Municipal Facilities/Improvement

NO ADJUSTMENTS SUGGESTED

	Revenue	-	Expense		Overall	-	Increase / (Decrease) Fund Bal.
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266 City Drug Forfeiture

NO ADJUSTMENTS SUGGESTED

	Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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268 Federal Drug Forfeiture

NO ADJUSTMENTS SUGGESTED

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

NO ADJUSTMENTS SUGGESTED

	Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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497 M-51 S Commercial Development

NO ADJUSTMENTS SUGGESTED

	Revenue		Expense		Overall	-	Increase / (Decrease) Fund Bal.
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499 Capital Project Fund

NO ADJUSTMENTS SUGGESTED

	Revenue	-	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.
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582	Electric Utility					
	582-442-740.00	Operating Supplies		2,000	Increase to expected	
	582-442-783.00	Customer Installation		6,000	Increase to expected	
	582-442-982.00	Street/Security Lights		3,000	Increase to expected	
	Revenue	Expense	11,000.00	Overall	(11,000)	Increase / (Decrease) Fund Bal.

588	Dial A Ride Transportation					
		NO ADJUSTMENTS SUGGESTED				
	Revenue	Expense		Overall	-	Increase / (Decrease) Fund Bal.

590	Sewer Utility					
R	590-440-625.13	Monitoring O&M		10,000	Increase to expected	
R	590-440-644.11	Contractual Utility Sales Cass		10,000	Increase to expected	
R	590-440-644.14	Contractual Utility Sales SLAUA		5,000	Increase to expected	
R	590-440-655.00	Interest Income		(3,000)	Decrease to expected	
	590-442-968.00	Depreciation Expense		7,500	Increase to estimated	
	590-443-968.00	Depreciation Expense		7,500	Increase to estimated	
	Revenue	22,000	Expense	15,000.00	Overall	7,000
						Increase / (Decrease) Fund Bal.

591	Water Utility					
	591-442-702.00	Salaries & Wages		(10,000)	Decrease to expected	
	591-442-968.00	Depreciation Expense		5,000	Increase to expected	
	591-483-702.00	Salaries & Wages		(8,000)	Decrease to expected	
	591-536-728.00	Office Supplies		500	Increase to actual	
	Revenue	Expense	(12,500.00)	Overall	12,500	Increase / (Decrease) Fund Bal.

661	Motor Pool/Equipment					
		NO ADJUSTMENTS SUGGESTED				
	Revenue	Expense	-	Overall	-	Increase / (Decrease) Fund Bal.

662	Computer Replacement Fund					
		NO ADJUSTMENTS SUGGESTED				
	Revenue	Expense		Overall	-	Increase / (Decrease) Fund Bal.

677	Self Insurance					
		NO ADJUSTMENTS SUGGESTED				
	Revenue	Expense		Overall	-	Increase / (Decrease) Fund Bal.

678	Self Insurance - MMRMA					
		NO ADJUSTMENTS SUGGESTED				
	Revenue	Expense		Overall	-	Increase / (Decrease) Fund Bal.

CITY OF DOWAGIAC

MEMO TO: Mayor Lyons and City Council Members

FROM: Kevin P. Anderson, City Manager

DATE: September 20, 2013

SUBJECT: Trick or Treat Hours

A resolution is on Monday's agenda for the purpose of scheduling the 2013 Trick or Treat night activities. There are many opinions about the most appropriate date for Trick or Treat hours. Since October 31st falls mid-week, it may be best to hold Trick or Treat hours on its traditional date rather than string activities out over extended periods of time.

It is the recommendation of the Police Department that Trick or Treat activities be held on Thursday, 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 Thursday, 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 Thursday, October 31, 2013, and;

WHEREAS, the Dowagiac City Administration and Police Department have recommended that the Trick or Treat hours for 2013 be established as 6:00 p.m. to 7:00 p.m. on Thursday, October 31st.

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 2013 on Thursday, 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/REJECTED

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

WHEREAS, the following information has been reviewed by the City Manager and City
Treasurer and is being presented to City Council with a recommendation to
approve invoices and payroll #26 for the period ending 9/19/13:

Invoices: 719,733.38
Payroll: 171,462.26
Total: \$891,195.64

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
\$719,733.38	\$171,462.26	\$891,195.64

ADOPTED/REJECTED

Ayes:

Nays:

Absent:

Abstain:

James E. Snow, City Clerk

Vendor	Invoice #	Description	Amount
ABSOPURE WATER COMPANY	54231711	ADMIN CHG-26461 NUBOUR	1.55
ABSOPURE WATER COMPANY	54220845	C&C COOLER RENTAL-25830 NUBOUR	6.00
ABSOPURE WATER COMPANY	54218008	H&C COOLER RENTAL	8.00
ACCOUNTING CONSULTANTS, PC	8/31/13	CONSULTING SVC THROUGH 8/31/13	1,215.00
ADVANTAGE PLUMBING, INC	336311	TESTING/REPAIR-BACKFLOW PREVENTERS	777.15
AEROSPACE RISK MANAGEMENT GROUP INC	09132013	AIRPORT INSURANCE POLICY 10/1/13-9/30/14	3,406.00
AIRGAS GREAT LAKES	9912641957	WELDING SUPPLIES	42.26
ALEXANDER CHEMICAL A CARUS COMPANY	SLS10009630	WTP CHLORINE/FLUORIDE	887.00
AMERAPLAN	10/13	AMERAPLAN ADMIN FEE	750.00
AMERICAN ELECTRIC POWER	CDOW20130801	8/13 ENERGY	400,058.72
AMERICAN ELECTRIC POWER	04819785702	MARCELLUS HWY ST LIGHT	8.42
ARNT ASPHALT SEALING, INC	17722	ASPHALT PATCHES	1,000.00
AUSRA, TERRY	8/20/13	FY 2012-13 AIRPORT SNOW PLOWING	1,242.50
BELL EQUIPMENT COMPANY, INC	0093927	#132LT FAN/BEARINGS/DRIVE SHAFT/BATTERY	3,395.73
BENOIT, AMBER	09/13/2013	UB refund for account: 14-2834-20	92.77
BEST WAY DISPOSAL	014977	WWTP SLUDGE DISPOSAL	9,345.00
BLUE CROSS/BLUE SHIELD	10/13	HEALTH INSURANCE PREMIUM-10/13	52,468.34
BREATHING AIR SYSTEMS	0007526-IN	AIR TESTING	1,238.00
BRUENS, BRITTANY	09/13/2013	UB refund for account: 02-3250-6	47.41
C WIMBERLY AUTOMOTIVE GROUP	45514	#104 GRILLE	186.39
CANTRELL, ROSA	09/13/2013	UB refund for account: 08-2449-6	106.45
CASS COUNTY TREASURER	9/17/13	2012 MSHDA RETURN	5,763.24
CHEMICAL BANK	9/13/13	TAX BILL OVERPAYMENT 14-160-300-573-00	768.67
CHET NICHOLS, INC	381689	#106 HEATER HOSE	7.84
CINTAS LOCATION #336	0G18080079	FIRST AID KIT-WWTP	17.99
CINTAS LOCATION #336	0G18080080	FIRST AID KIT-MUSEUM	14.25
CINTAS LOCATION #336	0G18080081	FIRST AID KIT-DPS GARAGE	83.27
CINTAS LOCATION #336	0G18080150	FIRST AID KIT-CH	36.45
CINTAS LOCATION #336	336-01904	MATS & UNIFORMS	586.09
CINTAS LOCATION #336	336-07833	MATS & UNIFORMS	402.05
CINTAS LOCATION #336	336-05625	MATS	90.28
CITIMORTGAGE	9/12/13	DUPLICATE TAX PAYMENT 14-160-200-336-00	1,119.77
CLARK HILL PLC	506612	FINANCE-GENERAL	61.50
CLEAN CUT L&L, LLC	10440	MOW/TRIM CITY FACILITIES/PARKS	8,350.00
COMCAST	8771402380126332	INTERNET SERVICE-FD	69.90
COMMUNITY ANSWERING SERVICE	262809162013	DISPATCHING SERVICES	153.55
CONESTOGA-ROVERS & ASSOCIATES	413343	RHOADES MCKEE/DOWAGIAC LANDFILL	4,063.00
CREATIVE VINYL SIGNS	25389	CONE LETTERS	79.00
CREDITORS SERVICE BUREAU	005327	COLLECTION BUREAU FEES	72.16
DAVE'S CONCRETE PRODUCTS, INC	19323	CONCRETE-NORTH/HAMILTON CURB	418.50
DAVIS, DAVID	9/17/13	K-9 CARE ON DAYS OFF	762.20
DOUBLEDAY OFFICE PRODUCTS, INC	144187I	EXP WALLET FILES	16.44
DOWAGIAC CLEANERS	9/1/13 DPD	UNIFORM CLEANING	178.00
DOWAGIAC DISTRICT LIBRARY	9/17/13	2012 MSHDA RETURN	656.47
DOWAGIAC UNION SCHOOLS	9/17/13	2012 MSHDA RETURN	2,455.36
DUST BUSTERS	10/13	CLEANING SERVICES 10/13	1,725.00
EAST JORDAN IRON WORKS, INC	3640612	CATCH BASIN FRAME/GRANT/BACK	569.99
EAU CLAIRE FRUIT EXCHANGE	631153	TRIMEC-BROAD LEAF WEED KILLER	58.66
EAU CLAIRE FRUIT EXCHANGE	28994	TRIMEC CLASSIC	286.48
ELHORN ENGINEERING COMPANY	253305	CCWS-CHLORINE	380.00
FIA CARD SERVICES	0252	ECON DEV	22.05
FIA CARD SERVICES	0252	VANDAL PROOF BOLTS	53.65
FIA CARD SERVICES	0252	LIFT STATION REPORTS	59.99
FIA CARD SERVICES	0252	LIFT STATION ALARMS	24.99
FIA CARD SERVICES	0252	ECON DEV	34.20

Vendor	Invoice #	Description	Amount
FLAMETAMER FIRE PROTECTION	15005	SCBA HYDRO TEST	120.00
FRONTIER	51700117650520115	CCWS-DATA LINE 9/10-10/9	107.38
GEMPLER'S	1019730321	SAFETY GLASSES	74.75
GINGER VALLEY, INC	2832/1	PEAR CLEVELAND REPLACEMENT TREES	882.00
GOURLEY, MATTHEW	09/13/2013	UB refund for account: 06-0951-3	16.48
GRAINGER, INC	9242195122	CACPACITORS	26.24
GRAMES TIRE & BATTERY, INC	2328	#PD121 TIRE REPAIR	17.95
GRAMES TIRE & BATTERY, INC	2336	#PD121 TIRE REPAIR	17.95
GRAMES TIRE & BATTERY, INC	2330	#220 TIRE REPAIR	16.95
GRANT, WILLIAM DAVID	9/5/13	MUSEUM CLEANING SERVICE 8/1-8/31	297.50
HACH COMPANY	8478005	WTP/WWTP LAB SUPPLIES	698.47
HALE'S HARDWARE, INC	C33636	FLANGED TAIL/WASHER	2.21
HALE'S HARDWARE, INC	C34249	BALL VALVE	8.12
HALE'S HARDWARE, INC	C34642	#155 2-GAL SPRAYER	27.15
HALE'S HARDWARE, INC	C34954	BOTTLED WATER	13.56
HALE'S HARDWARE, INC	C34989	4" ADAPTER	10.66
HALE'S HARDWARE, INC	C34505	SHIPPING CHARGES	13.54
HALE'S HARDWARE, INC	D26006	BLEACH/COUPLING	20.41
HALE'S HARDWARE, INC	A6252	FRAME MIRROR/CLOSET BOLTS/TOILET GASKET	16.46
HALE'S HARDWARE, INC	B35317	GUN CLEANING SUPPLIES	12.75
HALE'S HARDWARE, INC	C34036	CHAIN/COUPLERS	36.90
HALE'S HARDWARE, INC	C33342	PENS/BATTERIES	25.12
HALE'S HARDWARE, INC	C33548	FASTENERS	131.45
HANSON BEVERAGE SERVICE	697008	DISTILLED WATER	40.50
HD SUPPLY POWER SOLUTIONS, LTD	2344164-00	SUBSTATION AMP METERS	4,860.00
HD SUPPLY POWER SOLUTIONS, LTD	2341467-01	REPLACEMENT AMP METERS	2,411.00
HEMENWAY, MICHAEL	09/13/2013	UB refund for account: 12-2664-4	74.56
HI-TECH SMR COMMUNICATIONS	SMR15466	RADIO MICROPHONE	58.00
HISTORIAL SOCIETY OF MICHIGAN	9/13/13	ANNUAL DUES-ARSENEAU	65.00
INTERNATIONAL CODE COUNCIL, INC	INV0338489	CODE BOOKS	238.00
J & H OIL COMPANY	9910801	CEMETERY GAS	740.37
J DOHENY SUPPLIES INC	A67034	#11 CABLE	253.96
JUDD LUMBER COMPANY, INC	2525209	LAUNDRY TUB SINK	69.99
JUDD LUMBER COMPANY, INC	9/10/13	DUPLICATE TAX PYMT 14-160-100-215-00	328.25
JUDD LUMBER COMPANY, INC	2525044	1" COUPLER	3.29
JUDD LUMBER COMPANY, INC	2523993	CONDUIT PULL CORD	3.50
JUDD LUMBER COMPANY, INC	2524032	RETURN CONDUIT PULL CORD	(3.50)
JUDD LUMBER COMPANY, INC	2524653	REDI-MIX GRAVEL	4.99
JUDD LUMBER COMPANY, INC	2524643	REDI-MIX MORTAR	5.29
JUDD LUMBER COMPANY, INC	2524966	LATE CHARGE	4.88
JUDD LUMBER COMPANY, INC	2525120	TAPCON SCREWS	5.20
JUDD LUMBER COMPANY, INC	2525289	PLYWOOD	22.82
JUDD LUMBER COMPANY, INC	2525356	REDI-MIX GRAVEL	9.98
JUDD LUMBER COMPANY, INC	2525392	STUDS	15.90
JUDD LUMBER COMPANY, INC	2525473	REDI-MIX MORTAR	5.29
JUDD LUMBER COMPANY, INC	2525598	PLAY SAND	11.97
JUDD LUMBER COMPANY, INC	2525614	REDI-MIX SAND	10.98
JUDD LUMBER COMPANY, INC	2525627	PINE BOARD/REBAR/STUDS/SCREWS	58.30
KOZEL, THOMAS	09/13/2013	UB refund for account: 07-0861-16	87.78
LAGROW, CINDY	10/13	ECONOMIC DEVELOPMENT SERVICES 10/13	2,060.00
LAWSON PRODUCTS, INC	9301894262	GREASE CARTRIDGES	251.20
LAWSON PRODUCTS, INC	9301897294	CABLE TIES	73.99
LEWIS CASS INTERMEDIATE SCHOOL	9/17/13	2012 MSHDA RETURN	2,067.70
LEWIS, LOUELLA	09/13/2013	UB refund for account: 14-2264-16	112.47
LEXIS NEXIS RISK SOLUTIONS, INC	716732	CDL DRUG TESTING-GRANT/FERRIER	49.50

Vendor	Invoice #	Description	Amount
LIBRA INDUSTRIES, INC OF MICHIGAN	39261700	GRABBER TRAFFIC CONES	998.80
LIFELOC TECHNOLOGIES, INC.	0167954-IN	PBT MOUTHPIECES	33.00
LUBARSKY, ANTHONY & ANNA	9/18/13	HOUSING INCENTIVE AWARD-203 SPRUCE	500.00
MCNALLY, LARRY D	09/13/2013	UB refund for account: 11-1694-13	84.71
MERRILL EXCAVATING	2155	EXCAVATOR RENTAL	375.00
MI MUNICIPAL RISK MANAGEMENT	9/13/13	AUTO/LIABILITY INS-QTRS ENDING 7/1/13-	82,467.52
MICHIGAN MUSEUMS ASSOCIATION	01239	2013 CONFERENCE REGISTRATION-ARSENEAU	145.00
MICHIGAN PRECISION TOOL & ENG	9/16/13	REMOVED AT JULY BOR 14-160-900-067-00	209.86
MICHIGAN STATE POLICE-CASHIERS OFC	551-399076	LEIN TOKEN 7/1/13-9/30/13	99.00
MILAM, MARIA	09/18/2013	UB refund for account: 16-1687-20	54.71
MUNSON, VALERIE	09/13/2013	UB refund for account: 06-3066-17	161.38
O'BOYLE COWELL BLALOCK AND ASSOC	51010.03-13	RUSSOM PARK	1,566.39
OWENS, HANNAH L	09/13/2013	UB refund for account: 03-0880-2	32.61
PETTY CASH	9/13/13	OPERATING SUPPLIES	41.94
PHILLIPS, JERAD	09/13/2013	UB refund for account: 15-2171-1	19.09
POWELL, SCOTT A	09/13/2013	UB refund for account: 05-2630-3	46.47
POWER LINE SUPPLY, INC	5760062	INSULATORS/WIRE	412.20
POWER LINE SUPPLY, INC	5761921	ELBOW LOADBREAKS	301.20
POWERNET GLOBAL COMMUNICATIONS	301171649	LONG DISTANCE SERVICE 8/12-9/12	164.39
PRAIRIE RONDE REALTY	913	SEPT RENT-DART	150.00
PRECISION DATA PRODUCTS	I0000388494	LAPTOP BATTERY	116.00
PREFERRED PRINTING, INC	26106	FALL LECTURE SERIES POST CARDS	122.50
PREFERRED PRINTING, INC	26107	STATIONERY/BUSINESS CARDS	439.58
PRIORITY COMPUTER SERVICES, INC	200732	FIREWALL SUBSCRIPTION	735.00
PVS TECHNOLOGIES, INC	178252	WWTP-FERROUS CHLORIDE	2,005.98
RAGSDALE, ZACHARY	09/13/2013	UB refund for account: 16-1851-8	185.09
REAL PRO SOLUTIONS, LLC	LM2077	CODE MOWINGS	72.50
REAL PRO SOLUTIONS, LLC	LM2078	BRUSH HOGGING-LANDFILL	1,000.00
REAL PRO SOLUTIONS, LLC	PC1621	BLIGHT CLEANUP-307 N FRONT	620.00
REAL PRO SOLUTIONS, LLC	LM2079	MOWING COMMERCIAL CENTER	718.25
REAL PRO SOLUTIONS, LLC	HB1383	BOARDING-307 N FRONT	600.00
REAL PRO SOLUTIONS, LLC	LM2083	MOWING CITY LOTS	145.00
REAL PRO SOLUTIONS, LLC	LM2084	MOWING IND PK R.O.W.	1,600.00
REAL PRO SOLUTIONS, LLC	LM2082	CCWS-MOWING PENN PUMP HOUSES/ROW	175.00
REAL PRO SOLUTIONS, LLC	LM2080	CCWS-MOWING VANDALIA TOWER	70.00
REAL PRO SOLUTIONS, LLC	LM2081	MOWING SUBSTATIONS/RUDOLPHI TOWER	186.00
RHOADES MCKEE	234878	ENVIRONMENTAL-LANDFILL	212.50
RHOADES MCKEE	234879	RCRA-LANDFILL	11,605.00
RIETH-RILEY CONSTRUCTION COMPANY	7169030	ASPHALT	130.26
RIETH-RILEY CONSTRUCTION COMPANY	7169038	ASPHALT	108.02
RIETH-RILEY CONSTRUCTION COMPANY	7169058	ASPHALT	83.66
RIETH-RILEY CONSTRUCTION COMPANY	7169074	ASPHALT	102.19
RIETH-RILEY CONSTRUCTION COMPANY	7169083	ASPHALT	106.43
ROOT SPRING SCRAPER COMPANY, INC	73905	#105 COMPLETE UNDERBODY BLADE	3,823.00
ROSE & ROSE ASSOCIATES	2313	WEBSITE MODIFICATION	175.00
ROSSOW, NICK	09/13/2013	UB refund for account: 10-0413-5	53.74
SAFETY SERVICES, INC	053908	GAS MONITORS	259.03
SAFETY SERVICES, INC	053711	FILTERS	41.45
SARAO, BALWANT	09/13/2013	UB refund for account: 11-1590-17	6.52
SCHERER, JOE DBA LONELY PI	10/13	10/13 INT PMT ACCT 7508450033	6,174.53
SCHWARZE INDUSTRIES, INC	4203764-RI	#131 SPRAY TIP/NUT/FILTER	51.70
SECOND BAPTIST CHURCH	9/16/13	HOUSING INCENTIVE AWARD-205 TUTHILL	150.00
SEMCO ENERGY GAS COMPANY	0149138.502	GAS SERVICE 8/1/13-9/3/13	20.10
SEMCO ENERGY GAS COMPANY	0148902.500	GAS SERVICE 8/1/13-9/3/13	18.28
SEMCO ENERGY GAS COMPANY	0149080.500	GAS SERVICE 8/1/13-9/3/13	22.97

Vendor	Invoice #	Description	Amount
SEMCO ENERGY GAS COMPANY	0147944.500	GAS SERVICE 7/31/13-8/30/13	18.96
SEMCO ENERGY GAS COMPANY	0346992.502	GAS SERVICE 7/30/13-8/29/13	18.28
SEMCO ENERGY GAS COMPANY	0149089.500	GAS SERVICE 8/1/13-9/3/13	18.28
SEMCO ENERGY GAS COMPANY	0149077.500	GAS SERVICE 8/1/13-9/3/13	22.97
SEMCO ENERGY GAS COMPANY	0148809.501	GAS SERVICE 8/1/13-9/3/13	18.96
SEMCO ENERGY GAS COMPANY	0146763.501	GAS SERVICE 7/31/13-8/30/13	60.53
SHELL OIL COMPANY	065260523309	FUEL CHARGES	43.26
SHINGLEDECKER, PAUL & DIANA	PB12/13-133	PERMIT REFUND-PROJECT CANCELED	42.00
SIRCHIE FINGER PRINT LABORATORIES	0134531-IN	EVIDENCE BAGS	65.98
SISKANINETZ, MARK	9/17/13	BLDG PERMIT INSPECTIONS 3/29/13-9/17/13	3,957.40
SOIL AND MATERIALS ENGINEERS, INC	44374	ASPHALT MATERIAL TESTING	375.00
SOUTHWESTERN MICHIGAN COLLEGE	9/17/13	2012 MSHDA RETURN	2,249.88
SPENCER MANUFACTURING, INC	9474	LOW AIR ALARM REBUILD	393.00
ST ONGE, MANDY	PRE12/13-023	VOIDED PERMIT REFUND	63.25
STATE OF MICHIGAN	9/10/13	DRINKING WATER CERT EXAM APP FEES-	140.00
STATE OF MICHIGAN	ME-0200312	SALES & TAX-AUG 2013	17,452.30
STATE OF MICHIGAN-DEPT OF TREASURY	9/17/13	2012 MSHDA RETURN	27,056.17
STATE OF MICHIGAN-ESSD-WTR TESTING	823549	CCWS/DWGC-WATER TESTING	386.00
SYMONDS MACHINE COMPANY	53498	ADD HOUR METERS TO CASS LIFT STATION	276.00
SYNAGRO CENTRAL LLC	20-114349	BIOSOLIDS/LIQUID LAND APPLICATION	10,558.50
THE RIDGE COMPANY	527429	#106 HYD HOSE/FITTINGS/COUPLINGS	481.82
THE RIDGE COMPANY	527264	#106 FUEL/OIL/HYD FILTERS	138.75
THE RIDGE COMPANY	527621	#104 FUEL/OIL FILTERS	72.76
THE RIDGE COMPANY	528342	#2-40 GAUGE/ADAPTER	27.70
THE RIDGE COMPANY	525665	FLOOR DRY	7.25
THE RIDGE COMPANY	528978	#11 ROCKER SWITCH	3.61
THE RIDGE COMPANY	528742	#132LT OIL/FUEL FILTERS	21.24
THE RIDGE COMPANY	527434	15" WRENCH	52.16
THYSSENKRUPP ELEVATOR CORP	3000466036	ANNUAL ELEVATOR MTCE	2,788.85
TIM PITCHER, INC	1482	REPAIR MEN'S BATHROOM WATER CLOSET-PD	124.25
TOXOPEUS, DAVID	287248782175	CELL PHONE REIMBURSEMENT 7/19-8/18	60.00
TROXELL, DAVID	09/13/2013	UB refund for account: 05-1758-14	85.53
UNDERGROUND PIPE & VALVE, INC	207263	8" PVC	1,328.50
UNUM LIFE INSURANCE CO OF AMERICA	10/13	LIFE INSURANCE-10/13	1,030.20
US BUSINESS SYSTEMS, INC	IN18569	2ND FLOOR COPIER MTCE	581.56
US BUSINESS SYSTEMS, INC	IN18570	PD COPIER MTCE	2,031.87
US BUSINESS SYSTEMS, INC	IN19105	TONER-FD COPIER	39.31
VANDERVRIES, EDWARD	10/13	ASSESSING SERVICES 10/13	1,775.00
WELLS FARGO HOME MORTGAGE	9/6/13	DUPLICATE TAX PYMT 14-160-300-497-00	394.46
WIGGINS, DANIEL	188028025202	CELL PHONE REIMBURSEMENT 7/24-8/23	60.00
WIGHTMAN & ASSOCIATES, INC	45293	ENG SVC-MAINT/FRONT,RIVERSIDE,LINCOLN	3,143.07
ZBATTERY.COM, INC	I164907	BATTERIES	151.38
Total:			719,733.38