

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

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

Mayor Lyons led the Pledge of Allegiance to the flag.

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

ABSENT: None

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

Councilmember Laylin moved and Councilmember Dodd seconded that the minutes of the March 9, 2015 regular meeting be approved.

Approved unanimously.

INTRODUCTION by Public Safety Director Steve Grinnwald of new Patrol Officer Kasey Robbins.

COMMUNICATIONS

1. Millpond Fishing Tournament, June 27, 2015, 6:00 am to 3:30 pm.

Councilmember Laylin moved and Councilmember Hunt seconded approval for the event.

RESOLUTIONS

1. Resolution to authorize a Fire Protection Coverage Agreement with Southwestern Michigan College.

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

WHEREAS, the City of Dowagiac has provided fire protection coverage to Southwestern Michigan College through an agreement with LaGrange Township for several decades; and

WHEREAS, LaGrange Township has chosen not to renew an agreement for fire services with the City of Dowagiac and will provide fire protection services through contracts with volunteer fire departments; and

WHEREAS, the City of Dowagiac has a person on duty 24 hours a day, seven days a week, has a ladder truck, is in closer proximity to the college than other fire departments and provides significant emergency preparedness services; and

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Two

WHEREAS, Southwestern Michigan College is committed to providing the best possible response times to the dormitories and educational facilities; and

WHEREAS, Southwestern Michigan College administration and City of Dowagiac administration have been negotiating terms by which the city's fire department could provide dual dispatch services to college facilities; and

WHEREAS, Under PA 35 of 1951 (MCL 124.1, et seq.), a community college district and a city can enter into an intergovernmental agreement (IGA) for the provision of lawful municipal services, which include fire protection services.

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby authorize the City Manager to negotiate final terms and enter into an agreement with Southwestern Michigan College for fire protection services for the period April 1, 2015 through March 31, 2018 for an annual fee of \$13,500.00.

APPROVED unanimously.

INTERGOVERNMENTAL AGREEMENT WITH
SOUTHWESTERN MICHIGAN COLLEGE/
AND THE CITY OF DOWAGIAC

AGREEMENT MADE AND ENTERED INTO this _____ day of _____, 2015 by and between Southwestern Michigan College, of 58900 Cherry Grove Road, Dowagiac, Michigan 49047, hereinafter referred to 'SMC', the City of Dowagiac, a Michigan Municipal Corporation, of 241 S. Front Street, P.O. Box 430, Dowagiac, MI 49047, hereinafter referred to as 'CITY'.

W I T N E S S E T H:

WHEREAS, SMC is dully authorized community college established pursuant to Act 331, Public Acts of 1966, as amended; and

WHEREAS, the City of Dowagiac is a Michigan Municipal Corporation currently maintaining a Fire Department serving the citizens of the City of Dowagiac; and

WHEREAS, the City of Dowagiac has provided fire protection coverage to SMC through an agreement with LaGrange Township for several decades; and

WHEREAS, LaGrange Township has chosen not to renew an agreement for fire services with the City of Dowagiac and will provide fire protection services through contracts with volunteer fire departments; and

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Three

WHEREAS, the City of Dowagiac has a person on duty 24 hours a day, seven days a week, has a ladder truck, is in closer proximity to the college than other fire departments and provides significant emergency preparedness services; and

WHEREAS, SMC is committed to providing the best possible response times to the dormitories and educational facilities; and

WHEREAS, due to proximity of the City of Dowagiac to SMC, it had been determined that the City's Fire Department is best suited to provide regular response coverage and other coverage for SMC as hereinbelow set forth; and

WHEREAS, SMC's administration and City of Dowagiac administration have been negotiating terms by which the city's fire department could provide dual dispatch serves to college facilities; and

WHEREAS, Under PA 35 of 1951 (MCL 124.1, et seq.), a community college district and a city can enter into an intergovernmental agreement (IGA) for the provision of lawful municipal services, which include fire protection services.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. That this contract shall constitute an intergovernmental agreement as authorized by the Intergovernmental Contracts Between Municipal Corporations Act, Act 35, Public Acts of 1951, as amended, codified at MCL 124.1, et seq.;
2. That the CITY agrees to provide, and SMC agrees to purchase, dual dispatch fire protection serves for the period April 1, 2015 through March 31, 2018 for all SMC owned property in LaGrange Township.
3. That SMC agrees to remit, for and in consideration of provision by the CITY dual dispatch fire protection services for the coverage area herein set forth, an annual fee in an amount of Thirteen Thousand Five Hundred Dollars (\$13,500) on or before April 15, 2015, April 15, 2016, and April 15, 2017 for the coverage year.
4. The CITY agrees to provide said service to the extent of its ability, but assumes no liability to SMC or to individuals for the failure to do so, and if protection against said failure is desired, SMC agrees to carry its own insurance for its protection and the protection of its inhabitants from negligence or breach of contract by the CITY, and indemnify the CITY for any losses, if any, resulting therefrom;
5. It is mutually understood and agreed that all decisions pertaining to operation and management of the Dowagiac Fire Department, the use of its resources in fighting

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Four

fires, the directing of activities at any fire scene and any and all other matters pertaining to operation of the Dowagiac Fire Department shall be the sole and exclusive province of the City's Director of Public Safety or his designee;

6. The Fire Department agrees to provide training to SMC staff and students in fire prevention and safety;
7. That, in the event any amount required to paid hereunder is not timely paid, it is agreed that said amount shall bear interest from and after the date upon which said payment was due at the rate of 12 percent simple interest per annum; In the interest of assuring continuous fire protection coverage to the coverage area following expiration of the primary term hereof on March 31, 2018, it is further agreed by and between the parties hereto as follows:
8. That, unless either party hereto shall have proved written notice to the other, which notice shall comply with the requirements of subparagraph B hereof, on or before February 1, 2018 (or the 1st day of February of the following years that this agreement shall remain in force), of its desire to discontinue fire protection services to all or a portion of the coverage area, then it is mutually agreed between the parties that this agreement shall be annually renewed or shall be extended for additional one year terms, subject, however, to the modifications set forth in subparagraph C hereof;
 - A. That, in the event SMC shall desire to alter or modify the area for which coverage is to be provided by the CITY from and after March 31, 2018, it shall so notify the CITY, in writing, on or before February 1, 2018. Said notice shall be sent to the Dowagiac City Manager, City Hall, P.O. Box 430, Dowagiac, MI 49047, by certified mail, return receipt requested, and shall set forth, with specificity, the following information:
 - (1) A legal description of the area for which fire protection service is desired, modified, altered, or discontinued.
 - (2) The name and address of the fire protection entity which will, from and after March 31, 2018, provide fire protection to any portion of the coverage area which is not proposed to be continued to be provided fire protection serves by the City of Dowagiac. This provision is mutually acknowledged to be designed to permit an orderly transition, and continuous fire protection service, with respect to any portion of the coverage area for which continued service is no longer desired;
 - B. That in the event SMC shall fail to provide written notice to the CITY of its desire to modify, alter, or discontinue fire protection service to all or

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Five

any portion of the coverage area on or before February 1, 2018, or the 1st day of February of any subsequent years during which this contract shall remain in full force and effect, which notice must satisfy the requirements of subparagraph B hereof, then it is mutually agreed that fire protection services shall be extended for successive additional one (1) year terms;

C. Upon renewal the payment stated in Item 3 shall be increase by the inflationary rate determined by the State of Michigan for purposes of the Headlee calculation or 5% whichever is the lesser.

9. That both parties mutually acknowledge that the foregoing agreement has been reviewed by their respective legislative bodies and execution thereof specifically authorized.

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

SOUTHWESTERN MICHIGAN COLLEGE

CITY OF DOWAGIAC

By: _____

By: _____

By: _____

By: _____

2. Resolution to authorize a Fire Protection Coverage Agreement with Pokagon Township.

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

WHEREAS, terms of an agreement between the City of Dowagiac and Pokagon Township for the provision of fire protection coverage services, for the period April 1, 2015 through March 31, 2018, have been negotiated; and

WHEREAS, the Pokagon Township Board has provided approval of the fire protection coverage agreement as attached hereto and by reference made a part hereof; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby adopt and enter into a fire protection coverage agreement, as attached hereto and by reference made a part hereof, with Pokagon Township for the period April 1, 2015 through March 31, 2018.

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Six

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

ADOPTED unanimously.

POKAGON TOWNSHIP
FIRE PROTECTION COVERAGE AGREEMENT

AGREEMENT made and entered into this ____ day of _____, 2015 by and between the City of Dowagiac, a Michigan Municipal Corporation, hereinafter referred to as "CITY", and Pokagon Township, a Michigan Municipal Corporation, hereinafter referred to as "TOWNSHIP",

WITNESSETH:

WHEREAS, CITY currently maintains and staffs a full-time Fire Department with related equipment, together with a volunteer force as an adjunct thereto; and

WHEREAS, the TOWNSHIP desires that the CITY provide fire protection coverage to the area herein set forth, to be hereinafter referred to as the "Coverage Area"; and

WHEREAS, the parties wish to detail the terms and conditions of the provision of said fire protection services by the CITY and the payment therefore by the TOWNSHIP during the term of this agreement and any extensions or renewals thereof,

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. That the CITY agrees to provide, and the TOWNSHIP agrees to purchase, fire protection services for the period April 1, 2015 through March 31, 2018 for the following coverage areas:

Those portions of Sections 1 and 2 of Pokagon Township, Cass County, Michigan, not situated within the established corporate boundaries of the City of Dowagiac, nor conditionally transferred thereto under the terms of a conditional land transfer agreement subject to the provisions of Michigan P.A. 425 of 1984.

2. That the TOWNSHIP agrees to remit, for and in consideration of provision by the CITY of fire protection services for the coverage area herein set forth, an annual fee in an amount to be determined on the basis of .42 percent of the Taxable Value of all real property subject to ad valorem taxation within the coverage area to be determined as follows:
 - A. That on or before April 15, 2015, April 15, 2016, and April 15, 2017, the TOWNSHIP shall pay the CITY the sum of \$8,000.00, which amount shall

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Seven

represent the TOWNSHIP's initial installment payment for the coverage year in question:

- B. That, on or before August 1, 2015, August 1, 2016, and August 1, 2017, the TOWNSHIP shall pay to the CITY an amount to be determined according to the following formula:
 - (1) That the TOWNSHIP shall determine its full obligation for the provision of fire services to the coverage area for each year of this agreement by multiplying the Taxable Value of all real property subject to ad valorem taxation situated within the coverage area by .42 percent. For purposes of this computation, it is agreed that the Taxable Value to be utilized shall be the final valuation as of December 31st of the previous year, subject, however, to such later adjustments as shall be made either by action of the TOWNSHIP's Board of Review, or by equalization by the County of Cass;
 - (2) That the TOWNSHIP shall provide said total Taxable value figure for the coverage area to the CITY, together with the basis for such computation and such supporting documentary evidence as shall be reasonably necessary to verify same, on or before July 1st of each year that this agreement shall remain in force;
 - (3) That the amount of the TOWNSHIP's liability for fire protection services for each contract year shall then be reduced by the amount of the April payment as set forth herein in order to determine the balance of payment due to the City of Dowagiac for each coverage year which balance shall come as noted herein, being paid on or before August 1st during each year of this agreement;
3. The CITY agrees to provide said service to the extent of its ability, but assumes no liability to the TOWNSHIP or to individuals for the failure to do so, and if protection against said failure is desired, the TOWNSHIP agrees to carry its own insurance for its protection and the protection of its inhabitants from negligence or breach of contract by the CITY, and indemnify the CITY for any losses, if any, resulting therefrom;
4. It is mutually understood and agreed that all decisions pertaining to operation and management of the Dowagiac Fire Department, the use of its resources in fighting fires, the directing of activities at any fire scene and any and all other matters pertaining to operation of the Dowagiac Fire Department shall be the sole and exclusive province of the City of Dowagiac Fire Chief or his designee;
5. That, in the event any amount required to be paid hereunder is not timely paid, it is agreed that said amount shall bear interest from and after the date upon which said payment was due at the rate of 12 percent simple interest per annum;

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Eight

6. In the interest of assuring continuous fire protection coverage to the coverage area following expiration of the primary term hereof on March 31, 2018, it is further agreed by and between the parties hereto as follows:
 - A. That, unless either party hereto shall have provided written notice to the other, which notice shall comply with the requirements of subparagraph B hereof, on or before February 1, 2018 (or the 1st day of February of the following years that this agreement shall remain in force), of its desire to discontinue fire protection services to all or a portion of the coverage area, then it is mutually agreed between the parties that this agreement shall be annually renewed or shall be extended for additional one year terms, subject, however, to the modifications set forth in subparagraph C hereof;
 - B. That, in the event the TOWNSHIP shall desire to alter or modify the area for which coverage is to be provided by the CITY from and after March 31, 2018, it shall so notify the CITY, in writing, on or before February 1, 2018. Said notice shall be sent to the Dowagiac City Manager, City Hall, P.O. Box 430, Dowagiac, MI 49047, by certified mail, return receipt requested, and shall set forth, with specificity, the following information:
 - (1) A legal description of the area for which fire protection service is desired;
 - (2) A statement setting forth the aggregate Taxable Value as of December 31, 2017, for all real property within such modified coverage area; and
 - (3) The name and address of the fire protection entity which will, from and after March 31, 2018, provide fire protection to any portion of the coverage area which is not proposed to be continued to be provided fire protection services by the City of Dowagiac. This provision is mutually acknowledged to be designed to permit an orderly transition, and continuous fire protection service, with respect to any portion of the coverage area for which continued service is no longer desired;
 - C. That in the event the TOWNSHIP shall fail to provide written notice to the CITY of its desire to modify, alter, or discontinue fire protection service to all or any portion of the coverage area on or before February 1, 2018, or the 1st day of February of any subsequent years during which this contract shall remain in full force and effect, which notice must satisfy the requirements of subparagraph B hereof, then it is mutually agreed that fire protection services shall be extended for successive additional one (1) year terms; and that the TOWNSHIP shall pay therefore an amount equal to either: 4.2 mills multiplied by the total Taxable Value of all real property, within the coverage area as of December 31st of the year preceding the coverage year in question;

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Nine

or, the appropriate percentage cost of operation of said department attributable to the TOWNSHIP, as calculated in paragraph 7 below; whichever is greater. In such event, the TOWNSHIP, shall continue to make annual payments on or before April 1st of each year in the amount specified in paragraph 2 above, to-wit: \$8,000.00, with the balance payable on or before August 1st of each year, subject to the verification provisions likewise set forth in paragraph 2 above;

7. In the event that the CITY shall, during the primary term of this agreement, make and enter into any agreements with any municipalities (other than those portions of Pokagon and LaGrange Townships currently being served by the CITY), then it is mutually agreed between the parties that a credit shall be given to the TOWNSHIP against the cost for the provision of fire protection services as herein determined based upon the CITY's annual projected cost of operation of its fire department, less only hydrant rentals divided by the total Taxable Value of all real property serviced by said fire department in order to determine said department attributable to the TOWNSHIP. Nothing herein contained, however, shall be construed to obligate the TOWNSHIP to pay any amount in excess of the amount to be determined in accordance with the provisions of paragraph 2 hereof during the term of this agreement or any subsequent renewal thereof; rather, the intent of this provision is to provide a mechanism for a credit to be given to the TOWNSHIP in the event that the CITY shall contract with additional municipalities in the future;
8. That both parties mutually acknowledge that the foregoing agreement has been reviewed by their respective legislative bodies and execution thereof specifically authorized.

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

CITY OF DOWAGIAC

By: _____
Donald D. Lyons, Its Mayor

By: _____
Jane Phillipson Wilson, Its Clerk

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Ten

TOWNSHIP OF POKAGON

By: _____
Linda Preston, Its Supervisor

By: _____
Karen R. Meiser, Its Clerk

3. Resolution to authorize the purchase of a police vehicle to replace one of the vehicles in the fleet.

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

WHEREAS, the City of Dowagiac Department of Public Safety Staff has determined that the replacement of a vehicle is necessary to serve the Cass County Drug Enforcement Team's efforts, and;

WHEREAS, the City will be reimbursed for this purchase from Cass County's drug enforcement millage,

NOW, THEREFORE, BE IT RESOLVED that the City of Dowagiac, by the affirmative vote of its City Council, does hereby approve the purchase of a 2015 Chevy Equinox from C. Wimberley Automotive Group for \$20,925.

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

ADOPTED unanimously.

4. Resolution to authorize the renewal of an agreement with Domestic And Sexual Assault Services (DASAS) to provide emergency services for victims of domestic violence and sexual assault.

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

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

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Eleven

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

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

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

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

ADOPTED unanimously.

5. Resolution to authorize approval for an employee, James Stevens, to purchase additional years of service in the Michigan Employee Retirement System (MERS).

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

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015
Page Twelve

Resolution #5
March 23, 2015

**APPLICATION FOR ADDITIONAL CREDITED SERVICE
Member Certification and Governing Body Resolution**

GOVERNING BODY RESOLUTION

As provided by the MERS Plan Document, and in accordance with the Employer's policy there under, the additional credited service described above is hereby granted this Member by Resolution of the Governing Body of Dowagiac, City of, at its meeting on 03/23/2015. The Employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actual experience will affect the true cost of the additional service. For example, changes in benefit programs through adoption or transfer of the affected employee to a division with 'better' benefits; increases in wages other than 4.5% per year; and changes to the anticipated date of termination, will affect the actual cost of the additional service (increase or decrease). Thus, actual future events and experience may result in changes different than those assumed, and liability different than that estimated. The Employer understands and agrees that it is accountable for any difference between estimated and actual costs.


Signature of Authorized Official from Dowagiac, City of

March 23, 2015
Date

MERS Use Only

Payment Received:	Member Payment:
Service Credited:	ER Payment:
Signed:	

PAYMENT OPTIONS

The Member's share of the cost may be any amount from zero up to the total estimated actuarial cost, and is due at the time of purchase. The Employer's share is the balance of the total estimated actuarial cost not paid by the Member, and must be paid in a lump sum at the time of purchase.

STEPS FOR PROCESSING APPLICATION FOR ADDITIONAL SERVICE CREDIT

- The cost estimate (Application for Additional Service Credit) is valid for 2 months from the calculation date.
- If you are paying for the additional service by a rollover distribution from another pension plan (or traditional IRA), you must follow these steps:
 - Contact the other plan administrator (or trustee) to determine their rules for a distribution of your funds.
 - Complete the form "Certification of Qualified Rollover to MERS". After plan administrator signs form, return the completed original to MERS.
 - Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.
 - MERS' Finance Department will provide wiring instructions, if needed.
- If you have any questions, please call MERS Employee and Retiree Services at 800-767-2308, or go to www.mersofmich.com. MERS is a tax-qualified plan under section 401(a) of the Internal Revenue Code, pursuant to IRS Letter of Favorable Determination dated June 15, 2005.

SPECIAL CONDITIONS APPLICABLE TO THIS CALCULATION

If you will be rolling-over funds from a qualified plan to complete this purchase, additional forms are required. Please visit www.mersofmich.com, click on "forms" to download a copy of form #38, "Certification of Qualified Fund Rollover to MERS" (General) with Instructions.

APPROVED unanimously.

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Thirteen

6. Resolution to authorize the award of the Spring Cleanup 2015.

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

WHEREAS, the annual spring clean-up program has been highly utilized by the citizens of Dowagiac; and,

WHEREAS, the Department of Public services has received multiple bids from waste disposal firms and recommends the contract be awarded to Republic Services for the spring clean-up program; and,

NOW, THEREFORE, BE IT RESOLVED that the Dowagiac City Council, by the affirmative vote of its City Council, does hereby award the bid for April 20-24, 2015 Spring Clean-up to Republic Services.

ADOPTED unanimously.

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Fourteen



THE CITY OF
DOWAGIAC

CREATING
TOMORROW

INTER-DEPARTMENTAL COMMUNICATION

TO: Kevin P. Anderson
City Manager

FROM: James D. Bradford 
DPS Director

DATE: March 19, 2015

RE: 2015 SPRING CLEAN-UP BID AWARD RECOMMENDATION

We recently advertised for bids for our annual Spring Clean-up Week, scheduled for April 20 – April 24, 2015. The public bid opening was conducted at 3:00 p.m., Tuesday, March 17, 2015, in the City Clerk's Office. Three bids were received out of four solicitations. Below is a tabulation of the bids received.

BIDDER	LABOR & EQUIPMENT HOURLY RATE	DISPOSAL CHARGE (per Ton)	20 CYD Container (per load)
Michiana Recycling & Disposal Services Niles, MI	\$250.00	\$45.00	\$350.00
Republic Services / Reliable Disposal Kalamazoo, MI	\$145.00* <small>*Hours to be calculated to include travel from & to Stevensville, MI office</small>	\$36.00	\$210.00 + \$36.00/Ton <small>(\$354.00 – based on 4 ton load)</small>
Waste Management Battle Creek, MI / Indianapolis, IN	\$175.00	\$32.00	\$205.00 + \$32.00/Ton <small>(\$333.00 – based on 4 ton load)</small>
Best Way Disposal Watervliet, MI	NO BID		

Based on waste collection statistics from the past five years, the costs for each bidder would be as follows:

BIDDER	LABOR & EQUIPMENT HOURLY RATE (55 hrs. assumed)	DISPOSAL CHARGE (per Ton) (65 tons assumed)	20 CYD Container (per load) (2 containers assumed) (20 CYD Tonnage = 4 Tons)	TOTAL
Michiana Recycling & Disposal Services Niles, MI	\$13,750.00	\$2,925.00	\$700.00	\$17,375.00
Republic Services / Reliable Disposal Kalamazoo, MI	\$7,975.00	\$2,340.00	\$708.00	\$11,023.00
Waste Management Battle Creek MI / Indianapolis, IN	\$9,625.00	\$2,080.00	\$666.00	\$12,371.00
Best Way Disposal Watervliet, MI	NO BID			

I am hereby recommending that we award the Spring Clean-up contract to *Republic Services, Inc.* of Kalamazoo, MI.

JDB:sw
Attachments

enc. Bid Advertisement Notice
Spring Clean-up Week flyer

DOWAGIAC CITY COUNCIL MEETING

Monday, March 23, 2015

Page Fifteen

7. 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 #13 for the period ending 03/19/15:

Invoices	\$555,651.41
Payroll #11	<u>\$180,713.08</u>
Total	\$736,364.49

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

<u>BILLS</u>	<u>PAYROLL</u>	<u>TOTAL</u>
\$555,651.41	\$180,713.08	\$736,364.49

ADOPTED on a roll call vote.

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

Nays: None (0)

Absent: None (0)

Abstain: None (0)

COMMENTS FROM CITY OFFICIALS

ADJOURNMENT

Upon motion by Councilmember Schuur and seconded by Councilmember Dodd, the Dowagiac City Council adjourned at 7:15 PM.

Donald D. Lyons, Mayor

Jane Phillipson-Wilson, City Clerk