CITY OF BURTON

BURTON CITY COUNCIL MEETING

JUNE 1, 2015

MINUTES

Council Chambers	Regular Meeting	7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Tom Martinbianco at 7:06 PM.

A. INVOCATION LED BY: STEVEN HEFFNER

B. THE PLEDGE OF ALLEGIANCE IS LED BY: STEVEN HEFFNER

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	President	Present	
Duane Haskins	Vice-President	Present	
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Present	
Ellen Ellenburg	Councilwoman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Present	

D. STAFF PRESENT

Paula Zelenko, Mayor
Robert Slattery, DPW Director
Sue Warren, Chief of Staff
Teresa Karsney, Clerk

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - May 18, 2015 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

F. ADMINISTRATIVE REPORTS

Mayor Zelenko went over the agenda items. Also the administration is requesting an addition to the agenda in regards to the Memorial Library parking lot. We have an opportunity to save mobilization cost and by partnering with Ace-Saginaw while they are mobilized on the Center Road project. You have a copy of the memo I received from Mr. Kray explaining the details and Mr. Slattery is here to address any further questions you may have.

The Center Road project is running a bit ahead of schedule and the weekly updates to the businesses have been very helpful. Thank you Mr. Slattery. We are in the process of preparing to do the same with the Belsay Road project.

Despite the intermittent rain, Memorial Day was a good event and enjoyed by all. Thank you to everyone who helped plan, organize and those who participated.

Last Friday, we held a tree planting in memory of Liz Moss on the north east lawn of City Hall.

Lastly, Mr. President, as a point of personal privilege, I want to thank members of the City Council, staff and residents for the kindness on the passing of my father-in-law, John Zelenko.

G. COMMITTEE REPORTS

Mrs. Ellenburg stated she would like to add to the agenda the Parking log for the Burton Memorial Library.

Mr. Heffner asked Attorney Doyle if we would be in violation of the charter as far as the bidding process.

Attorney Doyle stated it is not a violation of the charter. It is the ordinance that states there has to be competitive bids for things of this nature. There is an exception for various things. One is them being with other governmental agencies. The other case is the Council deems this an emergency. This Council has never defined what an emergency is. The City can determine this is an economic emergency or health, safety and welfare of the residents, it could be an emergency, which is on a case by case basis.

1. Motion to add to the agenda Approve and authorize the Mayor and City Clerk to execute a purchase order with Ace-Saginaw Paving Company, 115 S. Averill Avenue, Flint, MI 48506 in the amount of $21,260.00 for ecomonic, health, saftey and welfare of the residents.

   Mr. Heffner asked Mr. Slattery, the DPW Director, if he felt this is an emergency.

   Mr. Slattery stated yes he felt it is an emergency for the health and safety of the residents.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Ellen Ellenburg, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

H. AUDIENCE PARTICIPATION

Comments were received by City Council from the following people:

Debbie Morris of Burton discussed problems with her neighbors.
May Down of Burton issues on the Library.
Jill Reynolds from Waste Management on the garbage contract.
Charlie Cross of Burton spelling issues on agenda.
Dan Garmin from Emterra on the garbage contract.
John Stapish of Burton on garbage contract, attorney billing and sidewalks.

Richard Warzecka from Waste Management on the garbage contract.
Jim Shustock of Burton on garbage contract.
Danny Wells of Burton on write off's and FOIA's.
Iris Piske of Burton on her previous lawsuit.

I. COUNCIL DISCUSSION

Council stated that they received several calls that residents are happy with what we currently have with Waste Management. They stated we should look at our bidding process for the future.

J. COUNCIL ACTION

1. Approve and authorize the acceptance of the low responsive bid and allow the Mayor and Clerk to enter into a contract with Waste Management of Michigan, Inc., effective July 1, 2015 through June 30, 2020, contingent upon the submittal of the required bonds and insurance documents, on behalf of the City of Burton and its residents, for the Solid Waste Collection and Disposal Services.

   The amounts per month/unit are as follows:
   July 1, 2015 - June 30, 2016 - $ 9.99 without carted service.
   July 1, 2016 - June 30, 2017 - $10.29 without carted service.
   July 1, 2017 - June 30, 2018 - $10.60 without carted service.
   July 1, 2018 - June 30, 2019 - $10.92 without carted service.
   July 1, 2019 - June 30, 2020 - $11.24 without carted service.

RESULT:	**CARRIED [6 TO 1]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS:	Martinbianco

2. Approve and authorize the Attorney Doyle billing from 05/13/15 to 058/27/15 in the amount of $4,432.75.

   With the date corrected from 05/13/15 to 05/27/15.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

3. Approve and authorize the Keller Thoma bill for May 2015 in the amount of $89.78.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Duane Haskins, Vice-President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

4. Approve and Authorize the Mayor and Clerk to execute an Advance Construction Contract with the Michigan Department of Transportation (MDOT) for the reconstruction of Belsay Road from Court Street to Davison Road. DPW Project No. 14-008-P, MDOT contract no. 15-5223, Control Section STU 25049; STU 25402, Job Number 121368A; 127431A, Federal Project No. STP 1525(017); STP 1525(016), Federal Item No. HK 0928; HK 0925.

   Mr. Smith asked if this was in the budget for 2015-2016.

   Mayor Zelenko stated yes.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

5. To approve and authorize the Mayor and the City Clerk to enter into an agreement with Gabriel Roeder Smith & Company to provide the December 31, 2014 actuarial valuation of the City of Burton retiree health care plan in an amount not to exceed $19,250.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

6. Approve and authorize the Mayor and City Clerk to execute a purchase order with Ace-Saginaw Paving Company, 115 S. Averill Avenue, Flint, MI 48506 in the amount of $21,260.00 for ecomonic, health, saftey and welfare of the residents.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

Meeting was adjourned at 8:55 PM.

CITY OF BURTON

BURTON CITY COUNCIL MEETING

MAY 18, 2015

MINUTES

Council Chambers	Regular Meeting	7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Tom Martinbianco at 7:13 PM.

A. INVOCATION LED BY: TOM MARTINBIANCO

B. THE PLEDGE OF ALLEGIANCE IS LED BY: TOM MARTINBIANCO

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	President	Present	
Duane Haskins	Vice-President	Present	
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Present	
Ellen Ellenburg	Councilwoman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Present	

D. STAFF PRESENT

Rik Hayman, Chief of Staff
Doug Bingaman, Treasurer
Marvin Epperson, Fire Chief
Teresa Karsney, Clerk
Sue Warren, Human Resources
Ginger Burke-Miller, Controller
Kirk Wilkinson, Assistant Fire Chief

E. APPROVAL OF MINUTES

1. Budget Meeting - Public Hearing - Apr 20, 2015 6:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

2. Budget Meeting - Budget Workshop - Apr 29, 2015 5:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

3. Budget Meeting - Budget Workshop - May 4, 2015 5:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

4. City Council - Regular Meeting - May 4, 2015 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

F. ADMINISTRATIVE REPORTS

Mr. Hayman stated the Mayor Zelenko has asked for your understanding for her not being here tonight. Her father-in-law, John Zelenko, passed away over the weekend and the family is in mourning. Funeral services will be held at 11:00 a.m. Friday at St. Nicholas Orthodox Church. Swartz Funeral Home is handling the arrangements. On behalf of the Administration, we offer the Zelenko family our deepest condolences.

He continued by going over the agenda items. He said thanks to DPW Director Bob Slattery our online Pothole reporting program is up and running. We've already had several reports and Mr. Slattery's team has responded appropriately.

He stated the Center Road project remains on schedule and thanks to Mr. Slattery, we now are proving electronic weekly updates to local businesses along Center Road. This is a practice we plan to continue with other City projects as we move forward.

He also wanted to remind everyone that this Monday, May 25, 2015 the Burton memorial 5K Road race will take off from Atherton High School at 9:00 a.m. The parade line up will start at 1:00 p.m. and take off will be at 2:00 p.m. On the lawn at City Hall, from 4-7 p.m. The Michael Caruccio and Company will perform a 3 hour concert.

1. April 2015 Revenue and Expenditure Report

G. COMMITTEE REPORTS

Mr. O'Keefe stated that the Genesee County 911 had a special meeting. At this meeting the City of Flint has been approved to come back. The Microphone fees are $200.00 per radio and we should be receiving some of the credits that Flint has. Also we will be picking up the their tower which is a good thing for Genesee County.

Mr. Heffner said the construction on the Kelly Lake Boardwalk has started, please stop by and take a look.

H. AUDIENCE PARTICIPATION

Dan Garmin from Emterra, asked if the Council looked at the all the bids that were turned in for the Waste removal contract and not just the ones that met the spec. Emterra offered several different options which could lower the cost to the residents. Emterra started working on the quote for the City months before the bid specs came out and researched this for 7 months. Only came up with a count of 10,507 homes in Burton.

Thomas Beardslee of Burton came to see if there was anything he could do about the cost recovery bill he had received from the Fire Department. His step son had put gas on some brush and lit it. He had no burn permit.

Lynn Beardslee of Burton spoke on the same matter and stated that her son received second degree burns from this fire.

Bud LeGrande of Burton wanted to know when they stopped having the neighbors pass a petition for installing a fence. Also wanted to know when it came about that you had to have 2 smoke detector's in the bedrooms.

John Stapish of Burton was concerned about us applying for the Blight Grant. Complained about how when they changed out some curb boxes the yard was not put back to his satisfaction.

Jill Reynolds from Waste Management stated they didn't offer other options because they went by the bid specs. They want a partnership with the City and are going to donate $5,000 per year to the City for the City to use any way they feel fit. We would be happy to do a audit of the house count to make sure it is correct. They have been servicing the City for the last 30 years.

Mary Dowd of Burton is from Friends of the Library. She was going to purchase a trash receptacle for Web Park but it was going to be more than she thought for the concrete one. She has just spoke with Mrs. Ellenburg and they have something else in the works for a trash receptacle. She also would like to know what is going on with the parking lot at the library and when it is going to get done.

Rick Fusht of Burton wanted to know what the difference was on the waste disposal between carted or not carted.

Danny Wells of Burton was concerned about a resident who owns the house at 1463 Donavan St. The water is shut off and they have some code enforcement fees and are having a hard time getting a hold of someone from the City about the fees. Also he was looking at the budget on the uncollectible accounts receivable and wanted to know why we wrote these off. He felt the employee information was incorrect that was given out.

Iris Piske of Burton had four questions regarding check the City was suppose to send to her. 1. How much longer is she excepted to wait for her payment. 2. Will I be receiving interest. 3. Is this standard practice on how the City pays it bills. 4. Is it Burton's standard practice to ignore a Judges decision.

I. COUNCIL DISCUSSION

Mr. O'Keefe had a request of Attorney Doyle from the last meeting. He feels the Clerk's web page is a extension of the Clerk's office and why we can't put the proposed budget on the website for residence who can't make it into the Clerk's office.

Attorney Doyle stated that she believes the Charter is antiquated. The City Charter was done before the age of internet. There is case law that states once a Freedom of Information Act request is made then we have to abide by Freedom of Information Act and provide the document. Once that occurs it is then a public document. Once a Freedom of Information is fulfilled it is a public document and can be posted on the City's website. In the age of transparency and without violating the Charter it can be provided to the residents on the website. I would only do this once a FOIA request has been made and the document has been made public. Attorney Doyle would also agree that the Clerk's web page is an extension of the Clerk's office. She feels it is a decision of the Council and there would be no legal ramifications by doing so.

Mr. Hayman stated the Administration will get the budget on the website.

Mr Heffner stated he would now like to talk about garbage contract. He asked the administration if we had put out certain specifications that we required.

Mr. Hayman answered that is correct.

Mr. Heffner asked out of the specifications that we put out who came back with the lowest bid.

Mr. Hayman out of the three bids that were compliant with our bid specifications Waste Management was the lowest bidder.

Mr. Hatfield is asking just for clarification that one of the companies submitted other options to our bid specifications outside of our 2.1 pickup schedule which is a 4 day schedule instead of 5 days which was a less amount. Why do we care if it 4 days or 5 days.

Mr. Hayman stated the purchasing director decided that we only looked at the bids that met our bid specifications that the City put out. She looked at all the bids and the alternatives bids but did not look at the alternatives as complaint. To be fair to all three companies we compared apples to apples.

Mr. Hatfield answered Mr. Fuhst question about the carts. Cart service is where everyone has a bin and the truck picks up the bins and dumps them in the truck.

Mr. Hatfield wants to know if the Council could see the bid specifications for this contract. He feels to save the citizens money, over trash being picked up over a 4 day periods instead of 5 day period, the Council should at least take a look at it.

Attorney Doyle stated that Council has to take action on this item. The Council can table, reject or pass the agenda item. You can accept a different option if you like. As long as we are complying with our ordinance I don't have a problem with you looking at the other options provided. As long has every company had a change to competitive bid with all the options.

Mr. Hatfield stated his real interest is to save the citizens money. If there are better options out there than he feels they need to look at them.

Mr. Heffner doesn't know how we can competitive bid that now that they have seen each others prices. Bids were turned in with the specifications that the City wrote and all three bid on that. Then two of the companies turned in other bids with alternatives. If they all had bid on the exact same thing than yes we should look at the alternatives. The City has to be fair on how it was put out to the public.

Mr. Martinbianco would like to review all the bid specifications to provide the citizens of Burton the best prices for identical service.

Mr. Haskins is unclear where the problem is. They all bid on the contract specifications that the City put out. Could Mr. Garmin could come back up and explain where it wasn't bid properly?

Mr. Garmin stated that Emterra gave the City alternative bids that were lower compared to the bid specifications the City put out. He said he felt the alternative bids were not being looked at. Companies need to do their research to see what they are missing or what the needs are and get the City the best rates possible.

Ms. Reynolds also came back up and stated that we didn't offer alternative bids because the City didn't ask for them. With the trucks on the road 5 days a week instead of 4 days is more wear and tear on the City roads. Our drivers are local and live in the area.

Danny Wells stated Point of Order Mr. President. This Council set a precedent by tabling the bids for our auditors.

Mr. O'Keefe stated he is a big supporter of the bid process however he feels if a business wants to come up with a better process for City I think we should at least take a look at it. He has a real problem with voting on this tonight when he hasn't seen all the facts.

Mr. Martinbianco asked if more information from the Administration would help this Council make a better decision.

Mr. O'Keefe asked Mr. Hayman that residents asked some questions that the administration has to answer, will you get back with them.

Mr. Hayman stated he would get back with the residents.

Mr. Smith also can't vote on the subject tonight without more information. He understands the bid process but can't understand why the administration is not looking at the alternatives.

Mr. Smith asked Mrs. Burke-Miller about the write off of accounts receivables. Please explain the accounting side of these write offs.

Mrs. Burke-Miller stated we took a look at the Comprehensive Annual Financial Report (CAFR) all the way back to 2007 and there was no recognition of any accounts receivable to those that we had on the management level. Based on it was not in the CAFR and with conversions with the previous auditors, there was no activity on those accounts it was written off.

Mr. Smith asked if there was any thought of bringing it before the Council before it was written off.

Mrs. Burke-Miller stated no that is standard accounting practices. If it is deemed uncollectible for years and it is not being recognized on the CAFR in the audit then it is not considered as an asset to the City.

Mr. Haskins asked if these were on the proposed subdivisions that the City is selling. Are we not going to recover those when we sell the lots.

Mrs. Burke-Miller stated she didn't know we had any type of arrangement like that on those participator properties.

Mr. Haskins said if there is money owed on them for the infrastructure, which I would assume that what this reflects, I thought we would get the money back when we sell the property.

Mr. Martinbianco stated that this is water/sewer bills where the services were used and not paid. It wasn't for the infrastructure of the property the City owns.

Mr. Haskins asked if these were on infrastructure cost or water and sewer bills that never got paid?

Mrs. Burke-Miller stated yes it was on infrastructure cost. This is something that I was going to be talking to you all about in our budget workshops.

Mr. Hayman stated that our auditor was recommending we write these off.

Mr. O'Keefe feels we need to be given more information on this write off.

Mr. Smith asked if we could sell those out to a collector.

Mr. Bingaman stated he had not looked into that but he could. He doesn't know any businesses that buy uncollectible accounts receivables. He will look into this matter.

Mr. Smith asked Mr. Hayman to explain the employee break down on the list of wages for employees.

Mr. Hayman stated to be as transparent with Council and to provide Council with the information of each employee breakdown, so you didn't just get salary but employees actual earnings.

Mr. Smith asked where we stand on the parking lot at the library.

Mr. Hayman stated that Mr. Slattery was out there today making some assessments.

Mr. Smith asked Attorney Doyle if the matter with Ms. Piske was taken care of.

Attorney Doyle stated the suits were filed concurrently and has far as she knows the matter has been taken care of.

Mr. Hayman stated he would check into the Iris Piske matter.

Mrs. Ellenburg addressed Mr. Beardslee that there is an appeal processes on the cost recovery bill he received.

Attorney Doyle stated he could appeal to the Mayor per the ordinance.

Mrs. Ellenburg stated that she understands the bidding process and thinks its only fair that we look at what the bids that met our specifications, we should look at the other bids if we asked for other alternative bids.

Mr. Hatfield asked what is going on with the Investigation of MERS audit.

Mrs. Burke-Miller said that she has been in contact with Gabriel Roeder Smith and they wanting to know what the Council is looking for.

Mr. Hatfield said he thought it was going to be the same way MERS figures our contributions and to audit our account with them.

Mr. O'Keefe feels we need a forensics audit of our MERS accounts.

Mrs. Ellenburg wanted to thank Mary Downs for all her work at the library. She also applauds the people in Burton who step up and volunteer.

Mr. Heffner stated that they are looking for help to build a float for Parks and Recreation this Friday.

1. Discussion and possible recommendation on the City Website.
   Mr. Heffner said that we had a Public Access meeting several weeks ago. The committee all agreed they the design and format of the City of Clawson's website. The committee would like to do a design change and it would cost $6,100.00. It would be up to the rest of the Council if you wanted to go thru with this.

   Mr. Smith would like to take into account that he would like to see it user friendly. Newspapers are gone and we have to find a way to get the information out to the public.

   Mr. Heffner would like to see a directory page where you can see all the departments. He said they would like to have a representative from the Council to work with the administration. Public Access committee has determined that it would be Mr. Hatfield who would work with the administration to make sure the Council gets the design they want.

   Mr. Hatfield stated he would be happy to work with the administration.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing Amanda Doyle from 04/29/15 to 05/13/15 in the amount of $2,805.00.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

2. Approve and authorize the Mayor and Clerk to sign Resolution 2015-16 authorizing notice of intent to issue bonds and declaration of intent to reimburse from bond proceeds (2015 SRF Bonds).

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

3. 1608 : Ordinance 2015-3-87 (C) to Purchase Bonds
   Mr. Martinbianco asked why that is only one reading of this Ordinance.

   Attorney Doyle stated that when you are selling bonds you only need one reading.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Duane Haskins, Vice-President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

4. Approve and authorize Resolution 2015-15 the sale of Vacant Lot - Shaw St., Parcel No. 59-28-501-088, to give first and final approval for the sale of this improved parcel to Patrick W. Keely, 3167 Myrton St., Burton, MI 48529 for the sum of $750.00 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

5. Approve and authorize the acceptance of the low responsive bid and allow the Mayor and Clerk to enter into a contract with Waste Management of Michigan, Inc., effective July 1, 2015 through June 30, 2020, contingent upon the submittal of the required bonds and insurance documents, on behalf of the City of Burton and its residents, for the Solid Waste Collection and Disposal Services. The amounts per month/unit are as follows: July 1, 2015 – June 30, 2016 - $9.99 without carted service OR $11.95 with carted service. July 1, 2016 – June 30, 2017 - $10.29 without carted service OR $12.31 with carted service. July 1, 2017 – June 30, 2018 - $10.60 without carted service OR $12.68 with carted service. July 1, 2018 – June 30, 2019 - $10.92 without carted service OR $13.06 with carted service. July 1, 2019 – June 30, 2020 - $11.24 without carted service OR $13.45 with carted service.

RESULT:	**TABLED [5 TO 2]**	**Next: 6/1/2015 7:00 PM**
MOVER:	Steven Heffner, Councilman	
SECONDER:	Dennis O'Keefe, Councilman	
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith	
NAYS:	Ellenburg, Hatfield	

6. Approve and authorize the Mayor and Clerk to sign Resolution 2015-18 recommending the City of Burton to apply for a grant for $250,000 for Blight Elimination Activities.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

7. Approve and authorize Resolution 2015-13 the appointment of Carl Gusie, 6377 Brian Circle Lane, Burton, MI 48509, to the Election Commission with a term ending May 18, 2019.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Duane Haskins, Vice-President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

8. Approve and authorize Resolution 2015-14 the appointment of Bonnie Hoffmeyer, 6215 Surrey Lane Burton, MI 48519, to the Election Commission with a term ending May 18, 2019.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Duane Haskins, Vice-President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

9. Approve and authorize Resolution 2015-17 the appointment of James Paulus, G-4071 S. Saginaw Street, Burton, MI 48529, to the Downtown Development Authority with a term ending May 18, 2019.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

Meeting was adjourned at 8:52 PM.

Burton City Council
4303 S. Center Road
Burton, MI 48519

ADOPTED

Meeting: 06/01/15 07:00 PM
Department: Mayor's Office
Category: Contract
Prepared By: Rik Hayman
Department Head: Paula Zelenko

RESOLUTION (ID # 1613)

DOC ID: 1613

Approve and authorize the acceptance of the low responsive bid and allow the Mayor and Clerk to enter into a contract with Waste Management of Michigan, Inc., effective July 1, 2015 through June 30, 2020, contingent upon the submittal of the required bonds and insurance documents, on behalf of the City of Burton and its residents, for the Solid Waste Collection and Disposal Services. The amounts per month/unit are as follows: July 1, 2015 – June 30, 2016 - $9.99 without carted service. July 1, 2016 – June 30, 2017 - $10.29 without carted service. July 1, 2017 – June 30, 2018 - $10.60 without carted service. July 1, 2018 – June 30, 2019 - $10.92 without carted service. July 1, 2019 – June 30, 2020 - $11.24 without carted service.

HISTORY:

05/18/15 **City Council** **TABLED** **Next: 06/01/15**

ATTACHMENTS:

- Waste Collection Bids (PDF)
- Waste Collection Vendors Bid Comparison (DOCX)

RESULT:	**CARRIED [6 TO 1]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS:	Tom Martinbianco

INVITATION TO BID
SOLID WASTE COLLECTION AND DISPOSAL SERVICES
INCLUDING THE COLLECTION AND PROCESSING OF
RECYCLABLES AND YARD WASTE
CITY OF BURTON

Sealed bids will be received by the City of Burton, Genesee County, Michigan, for Solid Waste Collection and Disposal Services including the collection and processing of recyclables and yard waste as supplied by the citizens of the City at 4303 S. Center Rd., Burton, MI 48519 until **10:00 a.m., April 27, 2015**. Immediately thereafter, all bids received will be publicly opened and read aloud in the Burton Council Chambers.

A copy of all Specifications and Contract Documents are on file for inspection at City of Burton Purchasing Dept., 4303 S. Center Rd., Burton, MI, or can be requested by sending an email to: b.moulton@burtonmi.gov.

The right is reserved by City of Burton to accept any bid, to reject any or all bids, and to waive any irregularities in any bid, in the interest of the City of Burton.

PART I
GENERAL REQUIREMENTS

1.1 QUALIFICATION REQUIREMENTS— Bids are solicited only from responsible bidders known to be experienced and regularly engaged in work of similar character and scope to that covered in this Invitation to Bid (ITB). Satisfactory evidence that the bidder has the necessary capital, equipment, personnel, experience, etc. to do the work, may be required.

1.2. BID FORM – Sealed bids must be submitted on the bid forms furnished herein by the City. All bid amounts must be written and shown in figures in ink or typewritten together with all other data as required and shall be signed by the bidder or a representative with legal authority with the complete address of the bidder given thereon. Succcessful bidders not responding to all information requested in this ITB may have their bids rejected.

1.3 PROPOSAL GUARANTEE - Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least ten percent (10%) of the first year contract amount, payable without condition to the City as a guaranty that the bidder, if awarded the contract, will promptly execute the Agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. Bids that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond.

1.4 DELIVERY OF BIDS – To be considered, sealed bids must be received at the City Clerk's Office, 4303 S. Center Road, Burton, MI, 48519, on or before the time specified in the Advertisement. Successful bidders mailing bids should allow normal delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the bidder's name and "SOLID WASTE BID".

1.5 EXAMINATION OF BID DOCUMENTS—Before submitting a bid, bidders shall carefully examine the specifications and other contract documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations and shall indicate of the proposal the sum to cover the cost of all items included on the proposal form.

1.6 REJECTION OF BIDS – Bids may be rejected if the Bidder fails to fill in any unit prices or if the unit prices are prepared in pencil. The Owner reserves the right to reject a proposal that does not comply with all the requirements of this document or any other documents; however, he may waive any minor defects or informalities at his discretion. The Owner further reserves the right to reject any or all proposals. Collusion between Bidders shall be sufficient cause for the rejection of all proposals affected thereby.

The failure of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to his bid. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and review of the drawings and specifications including addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. The contract documents contain the provisions required for the construction of the project.

Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

1.7 TAXES NOT INCLUDED IN BID - The City of Burton is a governmental unit and as such is exempt from payment of all State and Federal taxes.

1.8 ADDENDA—Any addenda issued during the time of bidding, or forming a part of the Contract Documents provided to the Bidder for the preparation of their Proposal, shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

1.9 CONTRACT EXECUTION – The Bidder to whom the Contract is awarded shall, within ten (10) calendar days after the notice of award, enter into a written contract with the City and furnish bonds as hereinafter specified. Failure to execute a contract or to furnish satisfactory bonds will be considered cause for annulment of the award and the forefeiture of the bidder's surety.

1.10 LENGTH OF CONTRACT – Bids shall address, to the greatest extent possible, all possible service delivery impacts, including, but not limited to, bid prices, equipment, fuel, etc. throughout the term of the Contract. The City seeks to have the solid waste and recycling services contract to begin on July 1, 2015 and extend through June 30, 2020. This Contract shall be subject to annual appropriation. The Contract between the City and the Contractor may be terminated by the City within 30 days' written notice if, in the sole judgment of the City, the services are not being provided in a satisfactory manner. Should the Contractor be unable to provide service for any reason whatsoever, the City shall be notified immediately so that alternate service provisions may be made. If the City provides alternate service, the Contractor shall be liable for reimbursing the City for all its costs relating to providing the alternate service.

1.11 SIGNING OF BIDS--If the Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the Bidder is an individual, his signature shall be inscribed. If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney shall be on file with the Owner prior to opening bids; otherwise the bid may be disregarded as irregular and unauthorized. If the Bidder is a corporation, then it shall attach a resolution of its board showing the authority of the person authorized to sign the contract.

1.12 NONDISCRIMININATION—In the performance of any Contract resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, et seq, and the

Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of Contract

1.13 PERFORMANCE BOND—The successful bidder, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in the amount of $1,000,000 to be utilized by the City should the successful bidder fail to perform the services required herein. The City, at its option, may also charge any cost related to the successful bidder's failure to perform the services required, against any monies due or to become due to the successful bidder. Said bond shall be secured from an insurance company satisfactory to the City. A bond form is included in the Contract Documents.

1.14 BILLING AND PAYMENT – The successful bidder will submit to the City an Invoice at the end of the month for work performed hereunder. The Invoice shall, by type of collection, indicate the number of units, within the City's geographical boundaries, which were provided service that month. The City will pay such Invoices on a monthly basis, generally not later than thirty (30) days after submission of invoices.

1.15 ACCEPTANCE OF BID—The City reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The City, unless otherwise specified by the bidder, reserves the right to accept any item on the bid.

1.16 WITHDRAWAL OF BID--Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bids may be withdrawn after the opening of proposals without the consent of the Owner for a period of sixty (60) days after the bid closing. Should there be reasons why the contract cannot be awarded within this specified period, the bid hold period may be extended by mutual agreement between the Owner and Bidder.

1.17 LAWS AND REGULATIONS—The successful bidder AND ANY AND ALL SUBCONTRACTORS OR ANYONE ELSE DIRECTLY OR INDIRECTLY EMPLOYED BY SAME shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The successful bidder shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

1.18 LIABILITY INSURANCE—Before starting work, and not less than 20 days before the insurance expiration date every year this Contract is in force, the successful bidder must furnish to the Director of Purchasing Certificate(s) of insurance. The contract name must be shown on the Certificate of Insurance to assure correct filing.

The successful bidder shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the its' operations under the Contract, whether such operations be by himself or by a Subcontractor or any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. If successful bidder is a non-resident, they shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State, the successful bidder shall have insurance to cover the benefits payable to any such employee.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than $500,000 each person, $1,000,000 each occurrence, and unlimited aggregate.

D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting, subject to a limit of liability of not less than $500,000 each occurrence, $1,000,000.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the successful bidder's obligations under any Indemnification clauses.

1.19 <u>ENVIRONMENTAL RESPONSE ACT LIABILITY</u>—In addition to the insurance requirement set forth above, the successful bidder shall procure and maintain during the term of the Contract, insurance covering liability which might be asserted against the City under the provisions of the Environmental Response Act, PA 1982 No 307, MCLA 299.601 et seq., as amended, in connection with the Contract or provide written explanation and proof of the unavailability of the successful bidder's inability to obtain said insurance.

The successful bidder agrees to hold harmless the City, its elected and appointed officials, employees and volunteers and others working in behalf of the City from any and all liability, including damages of any kind or nature, expenses and costs, including professional fees and court costs under any Environmental Response Act or any other current or future local, state, or federal statutes and regulations which might be asserted against the City director or indirectly in connection with the Contract or acts and omissions of the City, its elected and appointed officials, employees, agents, contractors and subcontractors.

1.20 <u>INDEMNIFICATION</u>—For purposes of Indemnification as set forth in this section, City of Burton means the City of Burton, Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.

General Indemnification-The successful bidder shall indemnify, defend and hold harmless the City of Burton from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs, and all related costs and expenses (including reasonable attorney fees; and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any claim, demand, action, citation or legal proceeding against the City of Burton arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by successful bidder, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable provided that the successful bidder is notified within 30 days from the time that the City of Burton has knowledge of such claims. This indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the conduct of the City of Burton.

1.21 BIDDER'S QUALIFICATIONS—No proposal will be considered from any bidder unless known to be skilled and regularly engaged in work of character similar to that covered by this document.

In order to aid the Owner in determining the responsibility of any Bidder, the Bidder shall, within forty-eight (48) hours after being requested in writing by the Owner to do so, furnish evidence satisfactory to the Owner of the Bidder's experience and familiarity with work of the character specified herein.

1.22 DISQUALIFICATION OF BIDDERS--A previous failure on the part of any Bidder to perform a contract satisfactorily for lack of experience, equipment, or necessary capital will be sufficient cause for disqualification. Should it be discovered that a perspective Bidder has intentionally misled or deceived the Owner by falsifying or withholding information on previous job performances in order to gain acceptance, he shall be disqualified from bidding on this project or any future projects.

1.23 AWARD OF CONTRACT—Award will be made to a responsive and responsible bidder whose lowest bid is determined by the City to be in the best interest of the City. Each proposal shall have the unit prices and extensions checked for correctness. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. No contract shall take effect until it is executed by all parties.

The successful Bidder, upon approval by the Burton City Council, enter into contract, in the appropriate form, to furnish all labor, materials, tools, and construction equipment necessary for the full and complete execution of the work at and for the prices contained in his proposal, and he shall furnish to the Owner, such surety for the faithful performance of such contract and for payment of all materials used in the work and for all labor expended thereon and for the maintenance and guarantee of his work, and shall provide the Owner with such insurance certificates and policies as are prescribed in the Insurance Section of the Specifications.

PART II
PROJECT SPECIFICATIONS

2.1 GENERAL

The City of Burton is predominantly residential community located in Genesee County. The 2010 census population of the City of Burton was 29,999 residents with an area of 23.5 square miles and 177.9 miles of streets. There are currently approximately 10,905 units in the City. Contractor shall be responsible for total unit count. The City of Burton currently provides curbside collection of solid waste, recyclables and yard waste to single-family dwelling units. The City of Burton has decided to bid the services listed in this document. It is the intent of the City to select a Contractor to provide the collection and disposal services as outlined in these specifications.

The successful bidder promises and agrees to establish and maintain a regular schedule for the curb-side collection of solid waste, yard waste and recyclable solid waste, based on dates and days fixed by the City and designated to the successful bidder in writing for residences in the City of Burton. The current pick up schedule for solid waste, recycling and yard waste is shown on the map attached hereto. The City would like to continue the current pick up schedule.

Each bidder shall have the responsibility to fully acquaint themselves with all aspects of the conditions surrounding the contract, including the City layout, street system, location of disposal sites, operation of the disposal sites, equipment storage requirements, quantity and quality of the refuse and other related factors. The successful bidder shall comply with the City ordinances, County, State and Federal laws, rules and regulations pertaining to the collection, transportation and disposal of refuse and the employing of personnel and operation of motor vehicles therein. Failure or omission of any bidder to examine any instrument, form or other document, visit the site and acquaint themselves with the existing conditions, number of pickups, laws, rules, etc., shall in no way relieve them from any obligation with respect to their bid or to the contract.

The successful bidder shall provide proof that they will have access to a sanitary landfill, compost site and material recovery facility for the life of this contract.

2.2 <u>SERVICES</u>

A. Single-Family Residential Solid Waste Collection and Disposal

The Contractor shall collect at curbside on a weekly basis all solid waste (Solid waste includes all traditional Type II solid waste, commonly known as Municipal solid waste, generated from single-family dwellings, municipal facilities, and certain small commercial facilities), as defined herein or under rules and regulations that may from time to time be promulgated by the City. The Contractor shall collect all solid waste placed curbside for collection, unless the item or waste product is specifically excluded in the Agreement between the City and Contractor, or does not meet the set out requirements as defined in this document.

B. Bulky and Large Item Collection and Disposal

The Contractor shall collect on a weekly basis all bulky and large items placed out for disposal including, but not limited to, appliances, refrigerators, furniture, cabinets, countertops, mattresses, carpets and pads, toilets and similar items. All solid waste collection shall be disposed of in a type II sanitary landfill (as defined in Michigan Public Act 451).

C. Yard Waste Collection and Processing

The Contractor shall collect at curbside on a weekly basis all yard waste including cut grass, leaves, cut weeds, shrub trimmings, brush, twigs, small branches and similar items placed in appropriate containers (appropriate containers shall be specified by the Contractor, e.g. trash containers, identified as containing yard waste; Kraft paper yard waste bags, etc.) or prepared for collection in accordance with rules and regulations for the disposal of yard waste. Yard waste collection shall be provided from the first designated collection day in April through the last designated collection day in November.

All yard waste shall be delivered to an appropriate yard waste process/compost facility. The cost of processing shall be included within the unit bid price.

D. Recyclable Collection and Processing

The Contractor shall collect at curbside on a weekly basis at least the following recyclables:

Newspapers, including inserts
Clear, brown or green glass jars and bottles
Metal (steel, tin and aluminum) cans, lids, and foils
Clear or colored PETE (#1) or HDPE (#2) plastic bottles and jugs

The Contractor may also include for collection the following recyclables:

Office paper (white or colored)
Glossy magazines and catalogs (ONG)
Flattened corrugated cardboard (OCC)
Cereal box-type paperboard
Telephone directories
Any other materials that the Contractor may wish to specify

All recyclables shall be placed at curbside in a separate recycling container (18 gallon recycle bin) that is provided by the City. However, the recyclables may be commingled within the container. All recyclables shall be delivered to an appropriate facility for processing and marketing of the commodity. The Contractor shall inform the City of the land filling or disposal of any recyclable due to the lack of markets for the commodity. The Cost of processing the recyclables including any revenues from the sale of the commodities shall be included in the unit bid price.

E. Municipal Facility Solid Waste Collection and Disposal

The Contractor shall provide solid waste collection for all municipal facilities in the City. A minimum of six (6) cubic yard dumpster(s), provided by the Contractor, shall be placed at the Municipal facilities designated by the City's Representative. These dumpsters shall be emptied at least on a weekly basis and the waste properly disposed of.

2.3 SPECIAL SERVICES

A. Freon Removal

The Contractor shall provide removal and recycling of Freon from all Freon-bearing appliances placed at curbside for disposal, pursuant to Section 608 of the Federal Clean Air Act.

B. Public Education

The Contractor shall work with the City in promoting recycling and proper disposal of solid waste and yard waste. Public education efforts may include brochures, signs and presentations to classes and community groups. The cost of these services shall be included in the basic bid price.

C. Accommodation of Disabled Persons

In accordance with the Americans with Disabilities Act, the Contractor shall provide accommodation including on-site collection to disabled residents who are unable to place their solid waste, yard waste, and recyclables at curbside for collection, and who request an accommodation. The City will not publicize this service but will advise the Contractor of any requests for accommodation submitted to the City. The Contractor will make the determination on offering the service to the resident based on the nature of the disability subject to the requirements of the Americans with Disabilities Act. The City will be provided with a copy of the Contractor's written determination on any request for accommodation.

D. Emergency or Disaster Services

The Contractor shall provide on the request of the City any additional collections requested and reasonably necessary during a declared emergency endangering life or property in the City. The cost of this service will be mutually negotiated between the Contractor and the City.

2.4 COLLECTION RESTRICTIONS

A. Items Refused for Pickup

The Contractor shall provide the City with a list of items or types of solid waste that will not be picked up, that require special preparation before being collected (e.g. paint cans, etc.) or any other limits on collection. The list of items shall not be changed without the approval of the City.

B. Types of Containers

At minimum, the Contractor shall collect solid waste placed at curbside when placed in the following containers:

A standard garbage container of 35 gallons or smaller
Approved plastic or paper refuse bags closed at the top

Any container weight less than sixty (60) pounds (container and contents combined) must be collected.

C. Notice of Non-conforming Containers or Waste

All non-conforming containers, bundles, or waste shall be tagged and emptied if reasonably possible. The tag shall explain the reason why the waste was not collected or why the container is non-conforming. A copy of the tag or a summary of the tags issued shall be provided to the City's Representative on the day of the collection.

D. Carted Option – The successful bidder shall supply each household with a Curb Cart for collection of solid waste and a separate Curb Cart for recyclables.

2.5 COLLECTION DAY AND TIMES

A. Collection Day

The City's solid waste, yard waste and recyclable collections shall take place on the same day of the week.

B. Holidays

Collection shall not be scheduled on the following holidays:

New Year's Day	**Labor Day**
Memorial Day	**Thanksgiving Day**
Independence Day	**Christmas Day**

In the event of a collection postponed by a holiday, the collection day shall be moved ahead or back by one day. Normal collection will resume on the regular collection day the following week.

By December 1st of the preceding year, the Contractor shall annually provide the City's Representative with the specific dates of the holidays affecting service for the coming year in writing.

C. Times

The collection times for all services shall be between the hours of 7 a.m. and 7 p.m. of the scheduled collection day, unless authorized by the City's Representative to exceed this time period.

D. Routes

Upon request, the Contractor shall provide the City's Representative a map of the collection routes followed by the Contractor within the City.

2.6 PERFORMANCE STANDARDS

The Contractor shall be responsible for program management according to specific operating and personnel standards:

- The Contractor's vehicles shall be operated in accordance with applicable laws of the State of Michigan and local ordinances.
- Service shall be provided as scheduled unless excused by the City's Representative.
- The Contractor's employees and supervisors shall conduct themselves in a courteous, honest, and professional manner. The Contractor shall take immediate action to correct the behavior of any employee or supervisor who is insolent, disorderly, careless, unobservant, dishonest, or acting in any way that is detrimental to the satisfactory progress of work under the contract.

- The Contractor's employees shall be attired in a manner that is professional and as neat and clean as circumstances permit
- The Contractor shall exercise reasonable care and diligence in handling waste containers. Any waste spilled while emptying the containers shall be completely and immediately cleaned up by the Contractor.
- The City will cooperate in requiring residents to provide and maintain suitable containers and shall replace cans in an erect position with the lids replaced or placed adjacent to the container, except during windy conditions when the containers may be laid on their side to avoid the cans being blown away. The Contractor shall be responsible for the replacement of any containers damaged by its employees.
- The Contractor shall have at least one field supervisor to oversee the performance of the Contractor's workers in the City. The supervisor shall familiarize himself/herself with the City and the services required under these specifications.
- The Contractor shall maintain a customer service center for the receipt of service calls and complaints. The office shall be open and available for calls, at minimum, Monday through Friday from 8 a.m. to 5 p.m. as well as any time when the Contractor is performing services under the Agreement in the City. The office shall contain a toll-free number listed under the Contractor's name. The office shall have the ability to communicate with personnel in the field.
- Each complaint shall be investigated by the Contractor and responded to within one business day unless mutually extended by the Contractor and the complaining party. If the complaint concerns the failure of the Contractor to collect solid waste, bulk items, yard waste, and/or recyclables as required by these specifications, the Contractor shall make the collection by 6:00 p.m. of the same day.
- Vehicles used for collection shall have a complete enclosed, watertight body, and shall be properly designed so that the wheel and axle loads with a fully-loaded body shall not exceed the schedule of weights allowed by the laws of the State of Michigan, Genesee County, and the City. If it is not possible to fully load the body and stay within the limits of the law, the Contractor will be required to reduce the loads in the body until they comply with the law.
- The equipment shall be painted uniformly and must be maintained in good condition, appearance, and in a sanitary condition at all times. Each piece of equipment shall include the Contractor's name and each vehicle shall be assigned a number that is prominently painted on the vehicle.
- Sufficient equipment and personnel shall be furnished to make all collections completely within one day.

PROPOSAL FORM
SOLID WASTE COLLECTION AND DISPOSAL SERVICES INCLUDING THE COLLECTION AND PROCESSING OF RECYCLABLES AND YARD WASTE

This is the PROPOSAL of ______________________________, hereinafter called the Bidder, to the City of Burton, a Michigan Governmental Corporation, hereinafter called the Owner.

The Bidder, having familiarized himself with the local conditions affecting the work, and having examined the contract documents including the Advertisement, General Requirements, Proposal, Agreement, Bonds, Insurances, Specifications and Addenda, hereby proposes to furnish all labor, materials, tools, equipment, utilities and transportation services, and to perform and fully complete all the work listed on the proposal form and/or described in the contract documents and specifications designated as: **Solid Waste Collection and Disposal Services Including the Collection and Processing of Recyclables and Yard Waste.**

The City of Burton reserves the right to accept or reject any or all bids in the best interest of the City. The Contractor's qualifications to complete the work in a timely and satisfactory manner will be considered in making the award.

The undersigned affirms that in making such proposal neither he nor any company that he may represent, nor anyone in behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he/she will within ten (10) consecutive calendar days after receiving council approval of such proposal, enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his/her proposal. No contract is in effect until it is executed by all parties.

The undersigned affirms that he/she has examined the surface and subsurface conditions where the work is to be performed, the legal requirements and conditions affecting cost, progress or performance of the work and has made such independent investigations as the contract deems necessary.

The undersigned attaches hereto a bidder's bond in the sum of $__________________ Dollars ($________________) as required in the specification documents, and the undersigned agrees that, in case he/she shall fail to fulfill its obligations under the foregoing Proposal and agreement, the City may, at its option, determine that the undersigned has abandoned his/her rights and interests in such Proposal and that the certified check or bidder's bond accompanying their proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of its proposal.

The undersigned agrees to meet all of the requirements and provide all of the services for the amounts listed on the attached bid sheet for the items listed in this document.

The undersigned certifies that he/she is the ________________ of the firm named as ____, that he/she signs the bid on behalf of the firm and that he/she is authorized to execute the same on behalf of said firm.

Bidders are required to perform, provide and furnish all of the labor, materials, tools, fees, permits and equipment including transportation services necessary to complete the work outlined at the price indicated below:

FEE TO PROVIDE ALL SOLID WASTE, RECYCLING AND YARD WASTE SERVICES AS PER SPECIFICATIONS, NOT-TO-EXCEED:

July 1, 2015 – June 30, 2016

Solid waste services ________________________ per month/unit
Recycling services ________________________ per month/unit
Yard waste services ________________________ per month/unit
OPTION: Carted service ________________________ per month/unit

July 1, 2016 – June 30, 2017

Solid waste services ________________________ per month/unit
Recycling services ________________________ per month/unit
Yard waste services ________________________ per month/unit
OPTION: Carted service ________________________ per month/unit

July 1, 2017 – June 30, 2018

Solid waste services ________________________ per month/unit
Recycling services ________________________ per month/unit
Yard waste services ________________________ per month/unit
OPTION: Carted service ________________________ per month/unit

July 1, 2018 – June 30, 2019

Solid waste services ________________________ per month/unit
Recycling services ________________________ per month/unit
Yard waste services ________________________ per month/unit
OPTION: Carted service ________________________ per month/unit

July 1, 2019 – June 30, 2020

Solid waste services	______________________	per month/unit
Recycling services	______________________	per month/unit
Yard waste services	______________________	per month/unit
OPTION: Carted service	______________________	per month/unit

Company:____

Address:____

Phone:____

Authorized Agent:____

Signature:____

Title:____

Date:____

CONTRACT

CITY OF BURTON

GENESEE COUNTY, MICHIGAN

THIS AGREEMENT MADE this _____ day of _______, 2015, by and between the City of Burton, a Michigan Governmental Corporation, herein called the "Owner", and ____ doing business as ________________ (a Corporation) (Partnership) (Individual) and County of _______________and State of Michigan hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made by the Owner, the Contractor hereby agrees with the Owner to commence and perform services designated as:

SOLID WASTE COLLECTION AND DISPOSAL SERVICES INCLUDING THE COLLECTION AND PROCESSING OF RECYCLABLES AND YARD WASTE

All as shown on the contract documents hereinafter called the project, for the sum of Dollars ($_______________) and all extra work in connection herewith, under the terms as stated in these contract documents; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, bonds, insurances, and all other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, all in conformance with the contract documents, plans and specifications. All elements of the plans and specifications are hereby made a part of and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the proposal section by the Owner. The Contractor further agrees to pay liquidated damages in accordance with the schedule set forth in the specifications for each consecutive calendar day thereafter for which a project is not completed.

The Owner agrees to pay the Contractor in current funds for the performance of the contract subject to the actual units of work completed by the Contractor.

This Contract shall remain in full force and effect until June 30, 2020.

IN WITNESS WHEREOF: The parties to these present have executed this contract in all counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

WITNESS:

CITY OF BURTON

____

Paula Zelenko, Mayor

____

Teresa Karsney, City Clerk

CONTRACTOR

Company Name

BY: Name & Title

Signature

Address

City, State, Zip Code

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _________________________, Contractor, as principal, and ____________________ as Surety, are held and firmly bound unto ___**The City of Burton**_____ in the sum of _____________________________________ Dollars ($____________) to be paid to the Owner for which payment well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators and assigned firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said ______________________, did, on the _______ day of ______________, 2015, enter into contract with the said Owner for the

SOLID WASTE COLLECTION AND DISPOSAL SERVICES INCLUDING THE COLLECTION AND PROCESSING OF RECYCLABLES AND YARD WASTE

NOW THEREFORE, if said Contractor shall save and hold harmless the said Owner from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said contract according to all the conditions and stipulations therein contained in all respects, and shall save and hold harmless the said Owner from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue and in the event that said Owner shall extend the time for the completion of said work or otherwise modify elements of the contract in accordance with provisions thereof, such extension of time or modification of the contract shall not in any way release the sureties of this bond.

WITNESS our hands and seals this _______ day of _______________, 2015.

WITNESSES:

___________________________ ______________________________(seal)
Principal

___________________________ ______________________________(seal)
Surety

NOTICE OF AWARD

TO: ________________

____

____

PROJECT DESCRIPTION:

SOLID WASTE COLLECTION AND DISPOSAL SERVICES INCLUDING THE COLLECTION AND PROCESSING OF RECYCLABLES AND YARD WASTE

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated April ____, 2015 and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of dollars ($___________).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND and Insurances within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and Insurances within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ______________ day of ____________________________, 2015.

____

(Owner)

By:____________________________

Title:___________________________

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged by ____ this, the ______ day of ______________, 2015.

By:________________________________

Title:________________________________

WASTE MANAGEMENT OF MI, INC.

July 1, 2015 – June 30, 2016

Solid waste services	$9.99	per month/unit
Recycling services	included	per month/unit
Yard waste services	included	per month/unit
OPTION: Carted service	11.95	per month/unit
Total without carted service:	$ 9.99	
Total with carted service:	$11.95	

July 1, 2016 – June 30, 2017

Solid waste services	$10.29	per month/unit
Recycling services	included	per month/unit
Yard waste services	included	per month/unit
OPTION: Carted service	12.31	per month/unit
Total without carted service:	$10.29	
Total with carted service:	$12.31	

July 1, 2017 – June 30, 2018

Solid waste services	$10.60	per month/unit
Recycling services	included	per month/unit
Yard waste services	included	per month/unit
OPTION: Carted service	12.68	per month/unit
Total without carted service:	$10.60	
Total with carted service:	$12.68	

July 1, 2018 – June 30, 2019

Solid waste services	$10.92	per month/unit
Recycling services	included	per month/unit
Yard waste services	included	per month/unit
OPTION: Carted service	13.06	per month/unit
Total without carted service:	$10.92	
Total with carted service:	$13.06	

July 1, 2019 – June 30, 2020

Solid waste services	$11.24	per month/unit
Recycling services	included	per month/unit
Yard waste services	included	per month/unit
OPTION: Carted service	13.45	per month/unit
Total without carted service:	$11.24	
Total with carted service:	$13.45	

REPUBLIC SERVICES OF FLINT

July 1, 2015 – June 30, 2016

Solid waste services	$10.98	per month/unit
Recycling services	included	per month/unit
Yard waste services	included	per month/unit
OPTION: Carted service	2.00	per month/unit
Total without carted service:	$10.98	
Total with carted service:	$12.98	

July 1, 2016 – June 30, 2017

Solid waste services	$11.31	per month/unit
Recycling services	included	per month/unit
Yard waste services	included	per month/unit
OPTION: Carted service	2.06	per month/unit
Total without carted service:	$11.31	
Total with carted service:	$13.37	

July 1, 2017 – June 30, 2018

Solid waste services	$11.65	per month/unit
Recycling services	included	per month/unit
Yard waste services	included	per month/unit
OPTION: Carted service	2.12	per month/unit
Total without carted service:	$11.65	
Total with carted service:	$13.77	

July 1, 2018 – June 30, 2019

Solid waste services	$12.00	per month/unit
Recycling services	included	per month/unit
Yard waste services	included	per month/unit
OPTION: Carted service	2.18	per month/unit
Total without carted service:	$12.00	
Total with carted service:	$14.18	

July 1, 2019 – June 30, 2020

Solid waste services	$12.36	per month/unit
Recycling services	included	per month/unit
Yard waste services	included	per month/unit
OPTION: Carted service	2.25	per month/unit
Total without carted service:	$12.36	
Total with carted service:	$14.61	

EMTERRA ENVIRONMENTAL

July 1, 2015 – June 30, 2016

Solid waste services	$6.98	per month/unit
Recycling services	2.00	per month/unit
Yard waste services	2.48	per month/unit
OPTION: Carted service	2.19	per month/unit
Total without carted service:	$11.46	
Total with carted service:	$13.65	

July 1, 2016 – June 30, 2017

Solid waste services	$7.19	per month/unit
Recycling services	2.07	per month/unit
Yard waste services	2.55	per month/unit
OPTION: Carted service	2.25	per month/unit
Total without carted service:	$11.81	
Total with carted service:	$14.06	

July 1, 2017 – June 30, 2018

Solid waste services	$7.41	per month/unit
Recycling services	2.12	per month/unit
Yard waste services	2.63	per month/unit
OPTION: Carted service	2.33	per month/unit
Total without carted service:	$12.16	
Total with carted service:	$14.49	

July 1, 2018 – June 30, 2019

Solid waste services	$7.63	per month/unit
Recycling services	2.19	per month/unit
Yard waste services	2.71	per month/unit
OPTION: Carted service	2.39	per month/unit
Total without carted service:	$12.53	
Total with carted service:	$14.92	

July 1, 2019 – June 30, 2020

Solid waste services	$7.86	per month/unit
Recycling services	2.26	per month/unit
Yard waste services	2.79	per month/unit
OPTION: Carted service	2.46	per month/unit
Total without carted service:	$12.91	
Total with carted service:	$15.37	

The City of Burton
Proposal Pricing
and
Pricing Terms and Conditions

Waste Management of Michigan, Inc hereby agrees to the following pricing proposals in response to the Invitation to Bid, distributed by the City of Burton and due April 30, 2015. The following prices and services will be in effect at the date of the new contract term, July 1, 2015.

Proposed Base Bid – No change in scope of service:

Unlimited weekly trash pick up, wkly recycling pick up, wkly yard waste pick up
*****Residents can use their own 35 gallon containers for recyclables, provided they are clearly marked as recycling*****

July 1, 2015 through June 30, 2016	$9.99 per unit per month*
July 1, 2016 through June 30, 2017	$10.29 per unit per month*
July 1, 2017 through June 30, 2018	$10.60 per unit per month*
July 1, 2018 through June 30, 2019	$10.92 per unit per month*
July 1, 2019 through June 30, 2020	$11.24 per unit per month*

*All contract pricing shall be subject to adjustment in the event diesel fuel costs exceed $4.00 per gallon. In the event diesel fuel prices increase above the base level of $4.00 per gallon, the contract pricing shall increase $.01 for each $.04 increase in diesel fuel above $4.00 per gallon. There are no adjustments for fuel below the base amount. For example, if the average cost of diesel fuel were $4.40 in a given month, the fuel charge for that month would be $.10 per unit in addition to the standard monthly charge. The price of diesel fuel shall be determined from the U.S. Department of Energy website and the Midwest Index, at the following (or any successor) website: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detial_report_combined.asp

In addition, a community partnership between the City of Burton and Waste Management will be formed. As long as all the waste from the City of Burton is taken to Venice Park Landfill, Waste Management will donate $5,000 per calendar year for the City to use at their discretion.

Proposed Alternate Bid - Carted weekly MSW and Carted weekly Recycling:
Weekly trash pick up/96 gallon cart, weekly rcy pick up/96 gal cart, weekly yw

July 1, 2015 through June 30, 2016	$11.95 per unit per month*
July 1, 2016 through June 30, 2017	$12.31 per unit per month*
July 1, 2017 through June 30, 2018	$12.68 per unit per month*
July 1, 2018 through June 30, 2019	$13.06 per unit per month*
July 1, 2019 through June 30, 2020	$13.45 per unit per month*

*All contract pricing shall be subject to adjustment in the event diesel fuel costs exceed $4.00 per gallon. In the event diesel fuel prices increase above the base level of $4.00 per gallon, the contract pricing shall increase $.01 for each $.04 increase in diesel fuel above $4.00 per gallon. There are no adjustments for fuel below the base amount. For example, if the average cost of diesel fuel were $4.40 in a given month, the fuel charge for that month would be $.10 per unit in addition to the standard monthly charge. The price of diesel fuel shall be determined from the U.S. Department of Energy website and the Midwest Index, at the following (or any successor) website: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detial_report_combined.asp

In addition, a community partnership between the City of Burton and Waste Management will be formed. As long as all the waste from the City of Burton is taken to Venice Park Landfill, Waste Management will donate $5,000 per calendar year for the City to use at their discretion.

Waste Collection Vendors Bid Comparison

	Republic	Emterra	Waste Management
4-Day/No Carts	$10.98 per unit/per mo.	$11.46 per unit/per mo.	$9.99 per unit/per mo.
4-Day/Carts	$11.98 per unit/per mo.	$13.65 per unit/per mo.	$11.95 per unit/per mo.
4-Day/Carts (Weekly Solid Waste/ Recycling Biweekly)	$12.98 per unit/per mo.	Not Requested	Not Requested
5-Day/No Carts	Not Requested	$9.22 per unit/per mo.	Not Requested
5-Day/One Cart (Solid Waste Only/No Recycling Cart)	Not Requested	$9.87 per unit/per mo.	Not Requested
5-Day/Two Carts (Solid Waste and Recycling Cart)	Not Requested	$13.18 per unit/per mo.	Not Requested
Fuel Recovery Fee	Per unit/per month fee based on diesel at $3.00 per gallon. For every $.20 per gallon above base, the per unit/per month fee would increase $.07.	Per unit/per month fee based on diesel at $4.25 per gallon. There will be no fuel surcharge for the balance of 2015. However, there will be annual increased based on the attached schedule.	Per unit/per month fee based on diesel at $4.00 per gallon. For every $.04 per gallon above base, the per unit/per month fee would increase $.01.
Handicap Service	Yes, if requested.	Yes, if requested.	Yes, if requested.
Other Extras	Curbside yard waste collection from the first full week in April through the last full week in November. Weekly bulky item	REWARDS program offering discount coupons from local businesses for recycling. Monthly landfill passes for residents.	RECYCLE BANK program offering incentives as a pilot program at no additional cost. Monthly landfill passes for residents.

collection and disposal for all single-family residences with no additional cost. Collection of right-of-way abatement refuse on an on-call basis.	Rollup dumpsters for city cleanups.	Annual curbside Spring cleanup. $5,000 annual donation to the city to use at its discretion

Burton City Council
4303 S. Center Road
Burton, MI 48519

ADOPTED

Meeting: 06/01/15 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

AGENDA ITEM (ID # 1650)

DOC ID: 1650

Approve and authorize the Attorney Doyle billing from 05/13/15 to 058/27/15 in the amount of $4,432.75.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

Burton City Council
4303 S. Center Road
Burton, MI 48519

ADOPTED

Meeting: 06/01/15 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

AGENDA ITEM (ID # 1649)

DOC ID: 1649

Approve and authorize the Keller Thoma bill for May 2015 in the amount of $89.78.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Duane Haskins, Vice-President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

Burton City Council
4303 S. Center Road
Burton, MI 48519

ADOPTED

Meeting: 06/01/15 07:00 PM
Department: Department of Public Works
Category: Contract
Prepared By: Greg Kray
Department Head: Greg Kray

AGENDA ITEM (ID # 1631)

DOC ID: 1631

Approve and Authorize the Mayor and Clerk to execute an Advance Construction Contract with the Michigan Department of Transportation (MDOT) for the reconstruction of Belsay Road from Court Street to Davison Road. DPW Project No. 14-008-P, MDOT contract no. 15-5223, Control Section STU 25049; STU 25402, Job Number 121368A; 127431A, Federal Project No. STP 1525(017); STP 1525(016), Federal Item No. HK 0928; HK 0925.

ATTACHMENTS:

- 05-20-2015 Belsay Road MDOT contract (DOC)

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

INTEROFFICE MEMORANDUM

TO: Paula Zelenko, Mayor
FROM: Gregory A. Kray, City Engineer
DATE: May 20, 2015
RE: Belsay Road, Court to Davison Advance Construction Contract
MDOT Contract No. 15-5223
DPW Job #14-008-P

The construction plans and specifications for Belsay Road have been completed and a letting date has been scheduled. Prior to the state executing a contract for construction on our behalf, MDOT requires that we approve and execute a contract with MDOT and reserve the estimated local share of the proposed construction costs. The purpose of this contract is to enable the City of Burton to obtain and use funds provided by the Federal Highway Administration.

MDOT estimates the cost of construction to be $3,820,200. The cost of construction engineering is estimated at $573,030. Total estimated cost of $4,393,230. The estimated federal dollars currently available total 2,785,370. The current cost to the City will be $1,607,860. There are an estimated additional $330,930 that may become available by the end of the federal fiscal year. If these funds become available the final cost to the City will be $1,276,930.

Please note that based on recent conversations with the City Controller, no resolution is being included for funding. This is a change from previous contract submissions.

The contract information is as follows:

Part A – STU 25049; Job 121368A; STP 1525(017); HK 0928: Reconstruction work along Belsay Road from Court Street northerly to Davison Road: including sidewalk, drainage improvements, traffic signal and pavement marking work; and all together with necessary related work.

Part B – STU 25049; Job 121368A; STP 1525(017); HK 0928: Watermain, irrigation system, and audio-video recording work along Belsay Road from Court Street northerly to Davison Road; and all together with necessary related work.

Part C – STU 25402; Job 127431A; STP 1525(016); HK 0295: Crossing surface extension and signal relocation work at the at-grade crossing of the tracks of the Grand Trunk Western Railroad, Inc. with Belsay Road; and all together with necessary related work.

Summary: 0.80 mi of concrete pavement reconstruction, pavement removal, concrete curb, gutter, sidewalk and ramps, drainage, watermain, signals, and pavement markings on Belsay Road from Court Street north to Davison Road in the city of Burton, Genesee County. (DPW project number 14-008-P), at an estimated total cost of $4,393,230 of which the City of Burton's final portion will be approximately $1,607,860. ($1,276,930 if additional federal funds become available.)

Burton City Council
4303 S. Center Road
Burton, MI 48519

ADOPTED

Meeting: 06/01/15 07:00 PM
Department: Controller's Office
Category: Agreement
Prepared By: Ginger Burke-Miller
Department Head: Ginger Burke-Miller

AGENDA ITEM (ID # 1640)

DOC ID: 1640

To approve and authorize the Mayor and the City Clerk to enter into an agreement with Gabriel Roeder Smith & Company to provide the December 31, 2014 actuarial valuation of the City of Burton retiree health care plan in an amount not to exceed $19,250.

ATTACHMENTS:

- Gabriel Roder Smith Quote 05052015 (PDF)

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

GRS

Gabriel Roeder Smith & Company
Consultants & Actuaries

One Towne Square
Suite 800
Southfield, MI 48076-3723

248.799.9000 phone
248.799.9020 fax
www.gabrielroeder.com

May 5, 2015

Ms. Ginger Burke-Miller
Controller
City of Burton
Retiree Health Care Plan
4303 South Center Road
Burton, MI 48519

Re: Proposed Fees for the December 31, 2014 Actuarial Valuation of the City of Burton Retiree Health Care Plan

Dear Ms. Burke-Miller:

Gabriel, Roeder, Smith & Company (GRS) would be pleased to provide actuarial and consulting services for the City of Burton Retiree Health Care Plan. This engagement letter describes the scope of services and fees for preparing an actuarial valuation of the retiree health care benefits. Also included is a list of data items that will be needed to complete this project.

GABRIEL, ROEDER, SMITH & COMPANY (GRS) BACKGROUND IN HEALTH CARE CONSULTING

GRS specializes in assessing complex health care and benefit issues. GRS has extensive experience in the design, evaluation, pricing, financing, and implementation of retiree health care benefit programs, particularly retiree health care plans sponsored by state and local governments. We have a thorough understanding and hands-on experience with the health care marketplace, both nationally and regionally. Our expertise and insight into public employee retirement systems are highlighted by the fact that our consultants and actuaries have experience in benefit design, managed care strategies, plan administration and legislative issues, as well as valuation related services.

SCOPE OF SERVICES

We will prepare an actuarial valuation of the retiree health care benefits for the City of Burton Retiree Health Care Plan as of December 31, 2014. This valuation will be in compliance with Governmental Accounting Standards Board (GASB) Statement No. 45.

The actuarial valuation encompasses the phases indicated below.

Calculate Per Capita Retiree Claim Cost for Medical, Prescription Drugs, Dental and Vision

Calculations of current per capita retiree claim costs for a large group are usually based entirely on the group's own experience. Data is obtained from the vendor, including claim, premium, enrollment data, and administrative expenses. The data is separated for each subgroup for which rates are required. We review the data for completeness and reasonableness. Claim completion factors are determined and applied and incurred monthly claim costs per member or per risk unit are determined. Appropriate trend rates are applied to trend the claim costs to the appropriate time period. Administrative expenses are added and any other adjustments are made as appropriate.

Prepare the Valuation

We will prepare an actuarial valuation of the retiree health care benefits. Liabilities will be developed for present and future retirees. The valuation will provide:

- A measurement of the actuarial liability as of the valuation date.
- The estimated accounting expense for the fiscal years beginning July 1, 2015, July 1, 2016, and July 1, 2017.

The valuation will be based on assumptions and methods that are consistent with GASB Statement No. 45 for Other Postemployment Benefits (OPEB) plans. Please note that if there is a significant benefit change during the expense period described above, you may consider restating the expense for the portion of the period following such change.

Professional Consulting Staff

The GRS team assigned to the actuarial valuation of the retiree health care benefits for the City has extensive experience and expertise in retirement plans, health care benefits, and their associated costs. The team will include members with the following credentials listed below.

- A qualified health actuary who is either an Associate of the Society of Actuaries (ASA), or a Fellow of the Society of Actuaries (FSA). This individual will be responsible for analyzing your premiums and/or claims experience, determining a per person health care cost appropriate for your plan, and determining the appropriate health inflation assumption to be used in your actuarial valuation.
- A qualified OPEB actuary who is either an Associate of the Society of Actuaries (ASA), a Fellow of the Society of Actuaries (FSA), or an Enrolled Actuary (EA). This individual will be responsible for calculating the liabilities and the Annual Required Contribution.

The Actuarial Standards require that any actuary providing a Statement of Actuarial Opinion (SAO) be qualified to do so (an actuarial valuation that is compliant with GASB Statement No. 45 is a SAO). As a result, the actuaries certifying the City's actuarial valuation must be qualified to provide the SAO. The GRS actuaries assigned to the project satisfy the above requirement.

CONSULTING FEES

Gabriel, Roeder, Smith & Company's professional consulting fees are based on the time spent by our associates in performing these services for you. The following table shows our proposed fees for a valuation of the retiree health care plan:

Valuation Project Element	**Fee Schedule for December 31, 2014 Valuation**
Actuarial Valuation: • Full Price • 20% Discount • Price After Discount Valuation Timing: Projected delivery 12-16 weeks after receiving clean and complete data.	 \$ 17,925 3,585 \$ 14,340

The actuarial retiree health care valuation is based on an "intermediate" health care trend assumption, and includes the following:

- Four OPEB benefit groups.
- One total contribution rate with assets.
- One set of initial per capita costs based on up to six distinct retiree medical plans.
- The retiree health plan is self-insured.
- We will prepare our calculations using an interest rate assumption approved by your auditors, and which will depend on the future funding policy of the City.
- Our fees do not include any meetings, additional studies for changes in benefits, or any other items not detailed in this letter. If the City would like to meet to discuss the results of the valuation, GRS will charge for the meetings based on time and expense. The standard hourly rate for this would range from \$236-\$420 per hour.

A high quality valuation must be based on accurate member data, benefit cost data and plan design information. We base all of our calculations on this information which is supplied by the Plan Sponsor and their designees. If, after commencement of the valuation, it is determined that some of the information is inaccurate or incomplete requiring re-work on our part, we will increase our fees based on actual time spent on the additional work. We will notify you immediately in the event that we see additional fee requirements emerging.

GRS can also provide the following additional services, at the City's request.

1. A sensitivity analysis would include two additional sets of advance funding contribution calculations, based on "pessimistic" and "optimistic" medical trend assumptions to forecast future increases in health care costs.
2. A 20-year benefit projection provides a projection of future retiree health care benefits based on an intermediate trend assumption.
3. An Annual Required Contribution shown using alternate interest rate assumption, if a funding policy has not yet been established.

Additional Valuation Calculation Services Available	Fee Schedule for the December 31, 2014 Valuation
1. Sensitivity Analysis	$1,900
2. 20-Year Benefit Projection for Intermediate Medical Inflation Assumptions	$1,425
3. Contribution Based on Alternate Interest Rate Assumption	$1,425

PROJECT TIMING

We are prepared to initiate the valuation upon receipt of the data and following your approval of the proposal. We project that a valuation will be delivered twelve to sixteen weeks after receipt of clean and complete data. The consulting fees included in this engagement letter are guaranteed for one year.

Please do not hesitate to contact us at 1-248-799-9000 should you need additional information or clarification. We look forward to assisting the City of Burton in the valuation of its retiree health care benefits.

Respectfully submitted,

Shana M Neeson

Shana M. Neeson, ASA, MAAA

SMN:dj
Enclosures

ACCEPTANCE OF LETTER OF ENGAGEMENT

The undersigned hereby authorizes Gabriel, Roeder, Smith & Company to commence work on the Actuarial Valuation of the Retiree Health Care Benefits as outlined in the proposal dated May 5, 2015.

Acceptance for: **City of Burton Retiree Health Care Plan**

By: ____

Printed Name: ____

Title: ____

Date: ____

Please indicate which services the City would like to include in the valuation.

____ Actuarial Valuation

Interest Rate to be used in the December 31, 2014 Valuation: _____%

____ Sensitivity Analysis

____ Benefit Projections

____ Alternate Interest Rate Assumption, Alternate Rate of _____%

OPEB ASSET CERTIFICATION FORM

In order for plan assets to count against OPEB liabilities under the financial reporting standards established by the GASB Statements No. 43 and No. 45 plan assets must be administered as trusts, or equivalent arrangements, through which assets are accumulated and benefits are paid as they become due in accordance with the agreement between the City of Burton Retiree Health Care Plan, its plan members and their beneficiaries and in which:

1. Employer contributions to the plan are irrevocable.

2. Plan assets are dedicated to providing benefits to their retirees and their beneficiaries in accordance with the terms of the plan.

3. Plan assets are legally protected from creditors of the employer(s) or the plan administrators.

You may want to consult with your auditors or legal counsel if you are uncertain whether your plan assets are held in a trust or equivalent arrangement.

This certification confirms that the Plan's assets comply with the above statement.

Acceptance for: City of Burton Retiree Health Care Plan

By: ____

Printed Name: ____

Title: ____

Date: ____

REPORT DISTRIBUTION LIST

We plan to mail the valuation report to the following recipient. Please indicate how many copies of the valuation report you would like sent to the following recipient, and if you would like to add any different recipients to the mailing list.

Ms. Ginger Burke-Miller
Controller
City of Burton
Retiree Health Care Plan
4303 South Center Road
Burton, MI 48519

Number of copies to be sent _______

Would you like this person to receive an electronic copy of the valuation?
______Electronic Copy Email Address:_________________________

Please indicate the following information, if you wish to have a copy of the valuation reports mailed to a different recipient:

Name:_______________________________________
Company:____________________________________
Mailing Address:______________________________
____
Number of copies to be sent:________________

Would you like this person to receive an electronic copy of the valuation?
______Electronic Copy Email Address: ________________________

CITY OF BURTON
RETIREE HEALTH CARE PLAN
DATA REQUEST

Upon acceptance of the Letter of Engagement, the elements included on the following pages are necessary in order to complete the valuation.

Demographic Data Requirements

The actuarial valuation will be performed using data as of December 31, 2014. Following approval of the valuation we will post a member census spreadsheet to the GRS Advantage™ Website which will contain all necessary information regarding the demographic data. Information related to using GRS Advantage™ is provided below.

Please follow the instructions below to register on the GRS Advantage™ Website. The reference guide mentioned below details how to download and upload files to the site. When supplying all of the valuation information please use the secure file transfer portion of the GRS Advantage™ Website.

GRS Advantage™ Website

Activate your personalized account on the GRS Advantage™ Website

I. Go to https://advantage.gabrielroeder.com

II. Download and open the GRS Advantage user reference guide (https://advantage.gabrielroeder.com/Documents/Help/GRSAdvantageUserReferenceGuide.pdf)

   a. Follow along with the "GRS Advantage Website - Requesting Access to the Website" help topic to activate your account and personalize your password.
   b. Read over the "GRS Advantage Website - Using the GRS Advantage™ Website" help topic, specifically item "2." which describes the navigation bar.
   c. Read over the "Secure File Transfer" section, which describes how to send and retrieve file transfers.

Plan Provisions

This information has been previously provided via email dated April 29, 2015.

CITY OF BURTON
RETIREE HEALTH CARE PLAN
DATA REQUEST

OPEB Initial Per-Capita Cost Information

Please provide all data electronically, where available.

1. Please explain which groups/suffixes are available for current and future retirees. If more than one group/suffix is still available, please explain what would cause a retiree to choose one group/suffix over another. We think the easiest way to present this information is to provide a table similar to the table below. The information in the table is an example. Add a table for each OPEB Group (i.e., General, P/F, etc.).

   OPEB Group: **Sample**

Retiree Suffix/Group	Offered to Pre 65 and Post 65 Retirees?	Applicable Group	Anticipated Plan Design Changes	Eligible Active Suffix(es)/Group(s)*	Comments **
696	pre 65 only	retired before Jan 1, 2006	none	closed to future retirees	
697	pre 65 only	retired after Dec 31, 1995	7/1/2008 - will change Rx Copay to $10/$40	001, 002 & 003	
982	post 65 only		none	open to all current/future retirees	

* *Please list which active plan suffixes are eligible to retire into each corresponding retiree suffix. Note that multiple retiree plans may be available to each active plan.*

** *Enter any additional information which you feel may be relevant.*

2. Please provide a summary of Health Care Coverage Plan Provisions for each health care option. For example, please list copays, and deductibles for the PPO, HMO, etc. If a summary is not available, a member booklet should suffice.

3. Please provide us with the 2015 illustrative monthly active and retiree premium rates for one-person and two-person coverage. For the retirees, we would like both pre-65 (regular premium rates) and post-65 (complementary premium rates). If available, it would be helpful to have the premium rate broken down by coverage component (i.e., medical, prescription drug, dental, and/or vision).

   Please provide the annual Rate Sheet for each group/suffix from your provider. For all Rate Sheets submitted, please indicate the full period these rates are effective. Billing statements do not contain the information needed; therefore they are not necessary to send. An example has been attached for your reference.

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OPEB Initial Per-Capita Cost Information (Concluded)

For self-funded groups/suffixes, please provide the following.

4. All active and retiree suffixes.

   a. Monthly claims experience **by group/suffix**, separately for prescription drug and all other lines of coverage combined (i.e., facility, professional, master medical, vision and hearing) for the following periods:
      i. Incurred 01/01/2012 to 12/31/2012 and paid through 4/30/2015
      ii. Incurred 01/01/2013 to 12/31/2013 and paid through 4/30/2015
      iii. Incurred 01/01/2014 to 12/31/2014 and paid through 4/30/2015

      Please note that separate claim reports for regular and comprehensive members should be provided.

   b. Monthly exposure data by group/suffix for the periods corresponding to the above claim experience periods.

5. A listing of all stop-loss reimbursements by group/suffix for the periods corresponding to the above claim experience periods. Please indicate whether the large claims are for active employees or retirees.

6. Monthly stop-loss premium per contract for the period of January 1, 2015 to December 31, 2015). Please indicate the specific stop-loss attachment point and whether the stop-loss coverage is for pre-Medicare retirees only or for both pre-Medicare and post-Medicare retirees.

7. Monthly administrative fee per contract for the period of January 1, 2015 to December 31, 2015.

Asset Information

Please provide market value of assets as of December 31, 2014 for any funds set aside for the payment of retiree health care benefits.

Pay-As-You-Go Cost

Provide the amount paid for retiree health care benefits in the year ending December 31, 2014.

SAMPLE

MONTHLY SUBSCRIPTION RATE SHEET

GROUP-SUFFIX	CLUSTER	DIST. NO
	D500	40

PERSONS COVERED	SERVICE CODE		COMMON* |MC |F |S	TOTAL AMMOUNT	RATES BEGINNING 07 / 02
ONE PERSON REGULAR	7 L M 7	M 9 G C	0 1 G 0	440.00	140.00H 100.00DRG 50.00MM 30.00DNT 120.00P
TWO PERSON REGULAR	7 L M 7	M 9 G C	0 2 G 0	930.00	310.00H 220.00DRG 100.00MM 70.00DNT 230.00P
FAMILY REGULAR	7 L M 7	M 9 G C	0 3 G 0	1,080.00	360.00H 250.00DRG 120.00MM 90.00DNT 260.00P
SPONSORED DEPENDENT	7 L M 7	M 9 G C	0 0 0 1	430.00	170.00H 120.00DRG 130.00BS
ONE COMPLEMENTARY	7 L M 8	M 9 G E	0 4 G 0	480.00	110.00H 240.00DRG 30.00MM 30.00DNT 70.00P
TWO COMPLEMENTARY	7 L M 8	M 9 G E	0 8 G 0	960.00	220.00H 490.00DRG 60.00MM 70.00DNT 120.00P
THREE COMPLEMENTARY	7 L M 8	M 9 G E	0 D G 0	1,440.00	340.00H 730.00DRG 100.00MM 100.00DNT 170.00P
1 PERS. REG & 1 COMP.	7 L M 8	M 9 G D	0 5 G 0	920.00	260.00H 350.00DRG 80.00MM 70.00DNT 160.00P
2 PERS. REG & 1 COMP.	7 L M 8	M 9 G D	0 6 G 0	1,180.00	350.00H 370.00DRG 110.00MM 90.00DNT 260.00P
FAMILY REG & 1 COMP.	7 L M 8	M 9 G D	0 7 G 0	1,210.00	360.00H 380.00DRG 120.00MM 90.00DNT 260.00P
1 PERS. REG & 2 COMP.	7 L M 8	M 9 G D	0 9 G 0	1,140.00	350.00H 370.00DRG 110.00MM 90.00DNT 220.00P
2 PERS. REG & 2 COMP.	7 L M 8	M 9 G D	0 B G 0	1,180.00	350.00H 370.00DRG 110.00MM 90.00DNT 260.00P
FAMILY REG & 2 COMP.	7 L M 8	M 9 G D	0 C G 0	1,210.00	360.00H 380.00DRG 120.00MM 90.00DNT 260.00P
1 PERS. REG & 3 COMP.	7 L M 8	M 9 G D	0 E G 0	1,180.00	350.00H 370.00DRG 110.00MM 90.00DNT 260.00P
2 PERS. REG & 3 COMP.	7 L M 8	M 9 G D	0 F G 0	1,180.00	350.00H 370.00DRG 110.00MM 90.00DNT 260.00P
FAMILY REG & 3 COMP.	7 L M 8	M 9 G D	0 G G 0	1,210.00	360.00H 380.00DRG 120.00MM 90.00DNT 260.00P

* MC-MEMBER CLASS F-FAMILY CONTINUATION OR - DC-DCCR RIDER S-SPONSORED DEPENDENT