



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JUNE 1, 2020
MINUTES

Virtual Meeting

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 7:00 PM.

A. MEETING INFORMATION

Burton City Council Meeting
Hosted by Racheal Boggs

Monday, Jun 1, 2020 7:00 pm | 1 hour | (UTC-04:00) Eastern Time (US & Canada)
Meeting number: 126 614 8832
Password: qmJYsmqf646 (76597673 from phones and video systems)
<https://meetingsamer4.webex.com/meetingsamer4/j.php?MTID=m6667a92444331661d2208027dd100db7>

Join by video system
Dial 1266148832@meetingsamer4.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
+1-408-418-9388 United States Toll
Access code: 126 614 8832

B. INVOCATION LED BY: TOM MARTINBIANCO

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

D. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Remote	
Dennis O'Keefe	Councilman	Remote	
Steven Heffner	President	Remote	
Danny Wells	Councilman	Remote	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Vice President	Present	
Christina Conley	Councilwoman	Present	

E. STAFF PRESENT

Duane Haskins, Mayor
Charles Abbey, DPW Director/HR
Rik Hayman, Chief of Staff
Racheal Boggs, City Clerk
Karen Moffitt, Controller
Amanda Doyle, City Attorney

Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief
Amber Abbey, Deputy DPW Director
Steve Phillips, IT Director

F. APPROVAL OF MINUTES

None.

G. ADMINISTRATIVE REPORTS

Mayor Haskins outlined tonight's agenda items. He deferred to Mr. Abbey for a DPW update.

Mr. Abbey stated Stantec sent an update on the SRF funding. In the next couple of weeks we will have some kind of schedule. They requested to have it by July. We down scaled like we talked about. We are trying to prevent rate increases while still meeting the obligations of the county drain office as well as infiltration (I & I) of our sewer system. We will send you some information so you have time to digest it but this will be forthcoming.

H. COMMITTEE REPORTS

I. AUDIENCE PARTICIPATION

PUBLIC COMMENT MAY BE SENT TO: publiccomment@burtonmi.gov

Mr. Smith read the following public comments into the record:

- Letter from Emterra Environmental, USA (Dan Garman) thanking the city for the opportunity to bid for the waste collection contract in the City of Burton.
- Letter from Waste Management (Jill) thanking the city for the longtime partnership over the past 25+ years and for the opportunity for continued partnership.

Mr. Heffner asked if there was any other audience participation.

Ms. Boggs stated there are no more comments submitted for audience participation.

J. COUNCIL DISCUSSION

Mrs. Conley stated she was contacted by a resident who would like signs removed from their street. The signs are for handicap children in the area and those people have moved out. There is a house on Court and Forest that has a lot of junk in the backyard. The Fire Station parks have not been mowed. Will they be open and mowed? The lights need to be removed from the tree at the Fire Station. Can we do that? Also, I asked about 10 residents about waste collection and they are all very happy with Waste Management.

Mr. Smith stated he received a call from a resident who stated they like Waste Management. He would also like to discuss Ordinance 157 regulating temporary uses including roadside stands, seasonal sales, sidewalk sales, special events and mobile vending. We tabled this until September 21, 2020 however, he would like to know what problems the council is having with this ordinance. He would like to discuss the issues so we do not have to wait until September to fix it or send it back to the Planning Commission.

Mr. Fenner stated I have problems with tabling this ordinance. One is because of the large number of complaints regarding issues last year on Saginaw Street. We tasked the Planning Commission to look at this ordinance and see what they could do about it. They spent many hours on this with help from Mrs. Abbey to come up with a fair and equitable ordinance to protect the businesses of the city. These businesses pay taxes and keep their store-fronts up. This will stop unfair competition from a temporary tent or trailer. This in no way

changes anything to do with sidewalk sales by our current businesses which we currently allow at no fee or permit. The fees are set by council and will only be for the roadside stand. We have only limited the number of days as well as cleanliness and what they can sell. This doesn't impact firework or Christmas tree stands. The ordinance protects our current businesses. I was at a loss as to why we disregarded the Planning Commission's efforts with this especially after it went through the first reading so easily.

Mrs. Conley stated she is still confused and that's why she would like to keep it the way it is. I want to know what the changes were from the old one to the new one. By reading this, I feel like they are still going to have to get a permit. Am I right or wrong? Will Jim Mathis, for example have to get a permit and pay a fee for their tent sale they have every year?

Mrs. Abbey stated this ordinance addresses sidewalk sales such as a two week long tent sale in the parking lot. They can get a permit without having to charge a fee at all. There are regulations including how far from the property line they can be, how many parking spaces must be left open, ability for a fire truck to be able to get in, etc. The old ordinance did not include any of this. There were no regulations whatsoever. There were also no time limits. This caused problems over the years. The food truck is a new thing. We didn't have an ordinance for this. Council sets the fees. When it comes to the fee portion of the ordinance, you can establish no fee at all. We regulate ordinances for what could happen throughout the whole city, not for just one or two businesses.

Mrs. Conley stated we all know what happened on Saginaw Street last year and it was a bad situation. I don't think other people should be punished for that.

Mrs. Abbey stated I don't think this ordinance punishes people. It keeps existing businesses and every other business in regulation with the types of use they put in their parking lot. It also protects the Fire Department in the event of a fire as well as other businesses in a plaza whose parking spaces were covered by a tent in the parking lot. That is what these regulations are for. What we may consider common sense, isn't always the case for every business.

Mr. Fenner stated using Jim Mathis as an example, this will protect him because it will prohibit someone from putting up a tent all summer long and selling shoes across the street from him. He can still do his tent sale in his own lot. He will likely not have an issue with this at all because he is already doing it correctly. This will stop people from finding a loop hole in our ordinance. How do you think our business owners feel about someone paying a minimal or no fee and putting up a trailer to sell food right in front of their restaurant or bar? This happened last year and it was not a benefit to our city in any way. We set the fees. We can set no fee if we choose.

Mrs. Conley stated I agree with Mr. Fenner. I want to make sure the ordinance is what you are saying it is. I don't want it to change after the fact. I don't want to find out a fee was added later. If we could change some of the writing in the ordinance, I would be happier with that.

Mrs. Abbey stated there are no fees in the ordinance. You would have to approve a fee after the ordinance is adopted or the Finance Committee would decide the fee. You have all the power no matter what. If you are telling me now that you do not want to charge a fee then that is what it will be.

Mr. Heffner would like to have a Council of the Whole meeting about this.

Mr. O'Keefe would like Mr. Martinbianco to weigh in on this since he was the one with the strong opinion to table it.

Mr. Martinbianco stated I will go back to my previous comments. It has been tough lately on businesses due to the economy. I also do not feel we get the proper updates from the DPW that illustrate or highlight what those problems are or when they occur. We get reactionary statements and ordinance changes that contain nebulous questions we have never heard about. More regulations are not always the best answer. One of the objectives to waiting until September to discuss this was to go through another summer period to find out where the problems are, have them well documented by the DPW and discuss it at that time. This is a cooling-off period to help people who are trying to do legitimate business in the city. This is better than having a Code Enforcement Officer pull up to their tent and shut them down. It also alerts people that we are watching and monitoring this closely. I am sticking by my original thought process that September is a good time to revisit this.

Mr. O'Keefe stated I read the ordinance and understand it. It went through the Planning Commission unanimously. Mr. Fenner and Mrs. Abbey have made a good case. I do not understand why we are not taking it to a vote right now. I would like to make a motion to un-table this, take a vote and get it off the floor.

Mr. Fenner stated he will support the motion.

Mr. Wells stated this ordinance is to protect the city. It tells us who is coming into town, what their business is, how long they will be here and it ensures they will clean the mess up before they leave. I am in support of removing this from the table and voting on it.

Mr. Heffner asked for the Attorney's opinion on un-tabling the motion.

Attorney Doyle stated the procedural part is not a concern. When making a vote to un-table something, it automatically goes onto the agenda. That is what un-tabling something does. I am not sure this council has adopted Robert's Rules of Order or some other form of parliamentary procedure. The issue is when you table something, it is not to table it to a certain time. Tabling is normally used to cut off discussion or address something else that has urgency. Clearly, we did not use tabling correctly in this instance. I think what he meant to do was to postpone it to a certain date. At this point, a motion to remove it from the table or a motion to renew the motion or rescind the postponement would all be appropriate until council decides exactly what language they want to use.

Mr. Smith would like the Mayor's opinion on the waste collection contract.

Mayor Haskins stated council received all bids. There were two types of bids for carted and non-carted service. If you go with non-carted service for standard waste pick-up, Emterra was the lowest bid, Republic was the next lowest. Waste Management did not submit a bid for non-carted because they are switching over to just carted service. For carted service, the carts will be provided by the collection agency. A truck with arms comes to pick the cart up and dump it. There will no longer be workers on the back of the truck. As Waste Management has explained, they are having a hard time keeping employees due to injuries and other issues. That is why Waste Management is getting away from that type of collection. I believe the carted service will take some getting used to but overall, will look cleaner. I believe they are 96 gallon cans. Cart service is consistent across the board. You have the costs in front of you. Differences, for instance, Waste Management will charge \$40 for an additional cart per year. They do all billing and the city would not have to deal with it. They also said a recycle can could be replaced with a garbage can if the resident doesn't want to recycle. Republic stated if the need is met for the home, they will provide another can at no cost.

Mr. Smith asked if the Mayor found out anything about large items if we go to carted

service.

Mayor Haskins stated they would send a second truck to pick it up.

Mr. Smith stated this is two-parted then. Do we want carted or un-carted and what company do we want?

Mr. Wells stated carted or un-carted will be fine. The large items will be a big deal to us. Waste Management has always been great at coming back to take care of that. I don't see this on the bids and it is a big factor as far as I am concerned. I appreciate the price of Emterra, that is hard to beat. Waste Management has come through for us over the years and people like them. I just want to make sure garbage is picked up on time. The large items have to be part of the deal.

Mr. Smith reminded everyone about the 2020 Census. Please everyone share this on your Facebook accounts and remind residents how important this is. For every person we miss, it costs us \$18,000.

Mr. Wells thanked President Heffner about his quick response to the flags yesterday.

Mr. Heffner thanked Mayor Haskins for taking the flags down.

1. Motion to untable the second reading of amended Ordinance 157. An ordinance to amend Chapter 157, the Zoning Ordinance, of the Code of Ordinances of the City of Burton to regulate temporary uses including roadside stands, seasonal sales, sidewalk sales, special events, and mobile food vending.

RESULT:	CARRIED [4 TO 3]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Gregory Fenner, Vice President
AYES:	O'Keefe, Wells, Smith, Fenner
NAYS:	Martinbianco, Heffner, Conley

K. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 5/12/20 to 5/25/20 in the amount \$3,268.50.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

2. Approve and authorize the payment of Attorney Billing (Masud) 4/16/2020 to 4/27/2020 in the amount of \$1,976.00.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

3. Approve and authorize the Mayor's re-appointment of Kevin Burge, 1415 S. Genevieve Burton, MI 48509 to the City of Burton Planning Commission, term serving June 2020 through June 2023.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Gregory Fenner, Vice President
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

4. 4795 : Solid Waste Collection and Disposal Services contract: Emterra

Mr. O'Keefe suggests voting the way we do for new Council Members. He would like to have more discussion before we put it to a vote.

Mr. Heffner would like to know how the rest of the council would like to vote.

Mr. Smith would like to consult the Attorney.

Attorney Doyle stated she recommends voting the way it is on the agenda and going from there based on what happens with the vote.

Mr. O'Keefe stated the big question is carted or un-carted. What are the council's constituents saying about carted service?

Mr. Heffner stated carted service allows more uniformity. It looks a lot nicer.

Mr. O'Keefe asked if we worked out the extra stuff like old grills, chairs, etc. Will they also pick that up with carted service?

Mr. Heffner said, yes. The Mayor indicated they would send a second truck for bulk items. Our residents like Waste Management. The drivers help our elderly residents. Our residents know the drivers and embrace them. In 2018 when we had the deep freeze, communities surrounding us didn't have their trash picked up but we did.

Mr. O'Keefe stated the past 2-3 months with the virus, they didn't miss a day. They have been a loyal vendor for a long time.

Mr. Fenner stated my mother lives in Flint Township and they have Emterra and she gets great service. They take all the bulk items she has put out. They picked up everything during the pandemic.

Mr. Wells stated \$8,000 is a lot. Waste Management has always been loyal to Burton.

RESULT:	CARRIED [4 TO 3]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Wells, Smith, Fenner
NAYS:	O'Keefe, Heffner, Conley

5. Approve and authorize the tax millage levy of 1.8673 mills for the Downtown Development Authority in the affected district for the 2020-2021 fiscal year.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

6. Approve and authorize the proposed 2020-2021 fiscal year Downtown Development Authority Budget.

Mr. Fenner asked for an update regarding Back to the Bricks. Is the committee going to still have the event?

Mayor Haskins stated they are in the planning stages. I think right now the only thing they are going to establish is the rolling cruise. They are waiting to see what happens in the next month or so.

Mr. Fenner stated the DDA contributes money to the Police Department for enforcement during the cruise. If the event is cancelled, will that money revert back to the DDA?

Mayor Haskins stated it is approved in the DDA budget but it has to be transferred out to pay the Police Department.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Gregory Fenner, Vice President
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

7. Motion to Amend Tax Millages Resolution 2020-3 General Operating 4.7051 mills.

Mr. O'Keefe stated I have a problem like I have for the past few years. Around five years ago, we changed the general operating from 4.0000 mills to 4.7051. It seems especially unusual today that we are not going back to 4.7051 considering we just did the budget and we all know we are going to have decreased revenue but have no idea how much. I think if we changed it to 4.7051 which is just south of \$450,000 that could help the city immensely with the future revenue problems. I would like to make an amendment to change the general operating from 4.0000 to 4.7051.

Mr. Smith stated I checked with Plante Moran about the money being discussed. The administration presented a pretty healthy general fund and we need to take that into

account. It is close to \$1.9 million. We have enough to get through the budget this year. Thank you to the administration. My concern is next year when the feds step in which may or may not happen. We may have a problem next year. The other issue is MERS. We will have to see if it improves next year and if it doesn't, we will need to revisit it then.

RESULT:	FAILED [3 TO 4]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	O'Keefe, Wells, Fenner
NAYS:	Martinbianco, Heffner, Smith, Conley

8. Approve and authorize the following tax millages and fees to be levied for the 2020-2021 fiscal year: General Operating 4.0000 mills; Voted Police 0.9834, Voted Police 0.9958, Voted Police 6.4727 (8.4519 total); Voted Fire 0.9958 a Property Tax Administration Fee of 1% on all tax statements and additional 4% late penalty charge when delinquent.

Mr. Heffner stated if this would have failed, our Police and Fire Departments would have went unfunded.

RESULT:	CARRIED [5 TO 2]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley
NAYS:	O'Keefe, Wells

9. Approve and authorize the City of Burton Budget Resolution for all General Appropriation Act Funds for the 2020-2021 fiscal year and that the City of Burton Budget be adopted on a departmental basis.

Mr. Heffner congratulated the Mayor and his team on completing your first budget. You did a phenomenal job.

RESULT:	CARRIED [6 TO 1]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Smith, Fenner, Conley
NAYS:	Wells

L. SECOND READING OF AN ORDINANCE

1. Motion to postpone the following action until September 21, 2020: the second reading of amended Ordinance 157. An ordinance to amend Chapter 157, the Zoning Ordinance, of the Code of Ordinances of the City of Burton to regulate temporary uses including roadside stands, seasonal sales, sidewalk sales, special events, and mobile food vending.

Motion to postpone was made by Mr. Martinbianco.

RESULT: FAILED LACK OF SUPPORT

2. Approve and authorize the second reading of amended Ordinance 157. An ordinance to amend Chapter 157, the Zoning Ordinance, of the Code of Ordinances of the City of Burton to regulate temporary uses including roadside stands, seasonal sales, sidewalk sales, special events, and mobile food vending.

Mr. Heffner wished Mrs. Conley a Happy Birthday.

RESULT:	CARRIED [5 TO 2]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	O'Keefe, Heffner, Wells, Smith, Fenner
NAYS:	Martinbianco, Conley

Agendas and minutes may be found at www.burtonmi.gov

Meeting was adjourned at 8:42 PM.



ADOPTED

AGENDA ITEM (ID # 4793)

DOC ID: 4793

Approve and authorize the Attorney Billing (Doyle) 5/12/20 to 5/25/20 in the amount \$3,268.50.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley



ADOPTED

AGENDA ITEM (ID # 4792)

DOC ID: 4792

**Approve and authorize the payment of Attorney Billing
(Masud) 4/16/2020 to 4/27/2020 in the amount of \$1,976.00.**

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley



ADOPTED

AGENDA ITEM (ID # 4794)

DOC ID: 4794

Approve and authorize the Mayor's re-appointment of Kevin Burge, 1415 S. Genevieve Burton, MI 48509 to the City of Burton Planning Commission, term serving June 2020 through June 2023.

ATTACHMENTS:

- Kevin Burge letter of interest 5-18-20 (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Gregory Fenner, Vice President
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

5-18-2020

Mayor Duane Haskins,

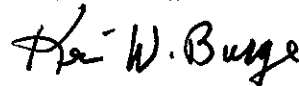
From Kevin W. Burge

As you are aware my term on the Planning Commission expires in June 2020. In my many years here, I have spent 26 years as a Firefighter, I am a member of Big Brother and Big Sisters, member of the Burton Kiwanis, Volunteered with the Burton Parks and Rec. And volunteered with many other organizations.

I have enjoyed this city and being a part of it. The new GM. Plant, Medical Center on Center Rd. and many more projects I was a part of.

With that being said, I would like to be a part of future projects for another term an the Planning Commission.

Thank You



Kevin W. Burge
1415 S. Genevieve
810-743-8590 Home
810-964-6494 Cell

2020 MAY 18 PM 4:15

Attachment: Kevin Burge letter of interest 5-18-20 (4794 : Planning Commission Appointment)



ADOPTED

AGENDA ITEM (ID # 4795)

DOC ID: 4795

Approve and authorize the acceptance of the bid for solid waste collection and disposal, and allow the Mayor and Clerk to enter into a contract with Emterra, effective July 1, 2020 through June 30, 2025, contingent upon the submittal of the required bonds and insurance documents, on behalf of the City of Burton and its residents, for solid waste collection and disposal services. The amounts per month/unit are as follows: July 1, 2020 – June 30, 2021 - \$12.92 without carted service. July 1, 2021 – June 30, 2022 - \$13.17 without carted service. July 1, 2022 – June 30, 2023 - \$13.44 without carted service. July 1, 2023 – June 30, 2024 - \$13.84 without carted service. July 1, 2024 – June 30, 2025 - \$14.26 without carted service.

COMMENTS - Current Meeting:

Mr. O'Keefe suggests voting the way we do for new Council Members. He would like to have more discussion before we put it to a vote.

Mr. Heffner would like to know how the rest of the council would like to vote.

Mr. Smith would like to consult the Attorney.

Attorney Doyle stated she recommends voting the way it is on the agenda and going from there based on what happens with the vote.

Mr. O'Keefe stated the big question is carted or un-carted. What are the council's constituents saying about carted service?

Mr. Heffner stated carted service allows more uniformity. It looks a lot nicer.

Mr. O'Keefe asked if we worked out the extra stuff like old grills, chairs, etc. Will they also pick that up with carted service?

Mr. Heffner said, yes. The Mayor indicated they would send a second truck for bulk items. Our residents like Waste Management. The drivers help our elderly residents. Our residents

know the drivers and embrace them. In 2018 when we had the deep freeze, communities surrounding us didn't have their trash picked up but we did.

K.4

Mr. O'Keefe stated the past 2-3 months with the virus, they didn't miss a day. They have been a loyal vendor for a long time.

Mr. Fenner stated my mother lives in Flint Township and they have Emterra and she gets great service. They take all the bulk items she has put out. They picked up everything during the pandemic.

Mr. Wells stated \$8,000 is a lot. Waste Management has always been loyal to Burton.

ATTACHMENTS:

- wastecollectionbiddocs (PDF)
- Waste Collection Bids Comparison Spreadsheet (XLSX)

RESULT: CARRIED [4 TO 3]**MOVER:** Tom Martinbianco, Councilman**SECONDER:** Vaughn Smith, Councilman**AYES:** Tom Martinbianco, Danny Wells, Vaughn Smith, Gregory Fenner**NAYS:** Dennis O'Keefe, Steven Heffner, Christina Conley

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 South Center Road, Burton, MI 48519 until **10:00 a.m., May 14, 2020.** Immediately thereafter, all bids received will be publicly opened and read aloud in the Burton Council Chambers. The bid opening may be held via virtual electronic means should the City of Burton's and/or the State of Michigan's Emergency Orders regarding the COVID-19 pandemic require that City Hall remain closed to the public. Information regarding accessing a virtual bid opening will be posted at Burton City Hall and on the City's website www.burtonmi.gov.

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

The City of Burton reserves the right to accept any bid, reject any or all bids, and to waive any irregularities in any bid in the best interests of the City of Burton.

Attachment: wastecollectionbiddocs (4795 : Solid Waste Collection and Disposal Services contract)



4303 SOUTH CENTER ROAD, BURTON, MI 48519
PHONE (810) 743-1500 FAX (810) 743-5060 www.burtonmi.gov

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 perform 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 to sign. The complete address of the bidder must be recorded on the form.
- 1.3. PROPOSAL GUARANTEE – Each proposal shall be accompanied by a certified check of 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 ensure 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 the work, and shall fully inform themselves as to all existing conditions and limitations and shall indicate within the proposal the sum to cover the cost of all items included on the proposal form.
- 1.6. REJECTIONS 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, the Owner may waive any minor defects or informalities at his discretion. The Owner further reserves the right to reject any or all proposals. Collusion between or among bidders shall be sufficient cause for the rejection of all proposals affected thereby.
- The failure of any Bidder to perform any of the foregoing shall in now way relieve any Bidder from any obligation with respect to his bid. Bidders must satisfy themselves as to the accuracy of the estimated quantities in the bid schedule by examination of the site and review of the information, data and specifications included in the addenda or otherwise available. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning either the quantity of the work or the nature of the work to be performed. The contract documents contain the provisions required for satisfactory performance of the work. Information obtained by any 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 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 part of the contract documents provided to the Bidder for the preparation of their proposal, shall



be converted in the proposal and shall be incorporated into 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 forfeiture 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 begin on July 1, 2020 and extend through June 30, 2025. This Contract shall be subject to annual appropriation. The Contract between the City and the Contractor may be terminated by the City with 30 days written notice if, in the sole judgement of the City, services are not being provided in a satisfactory manner. Should the Contractor be unable to provide services for any reason whatsoever, the City shall be notified immediately so that alternate services may be engaged. If the City must engage alternate services, the Contractor shall be liable for reimbursing the City for all related costs for such 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 a Bidder is a partnership, the true name of the firm shall be set forth together with the signatures of all partners. If the bidder is an individual, his/her signature shall be inscribed. If the signature is by an agent other than an officer or 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 indicating the authority of the person authorized to sign the contract.
- 1.12. NONDISCRIMINATION – 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 here from 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, simultaneous with the execution of the contract, will be required to furnish a faithful Performance Bond in the amount of \$1,000,000.00 (\$1 million) 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 required services, 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 each month for work performed hereunder. The invoice shall, by type of collection, indicated the number of units, within the City's geographical boundaries, which were provided service during that month. The City will pay such invoices on a monthly basis, generally not later than thirty (30) days following 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 said technicality or defect does not legally, materially or substantially alter 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 of Burton 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 City Purchasing Director a Certificate(s) of Insurance. The contract name must shown on the Certificate of Insurance to ensure 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 its operation 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 or 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 the successful bidder is a non-resident, they shall have and maintain insurance for benefits payable under Michigan Workers' Disability Compensation laws 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 and maintain insurance to cover benefits payable to any such employee.

- B. Claims for damages because of bodily injury, occupational illness or disease, or death of his/her employees.
- C. Claims for damages because of bodily injury, illness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$500,000.00 for each person, \$1,000,000.00 (\$1 million) for 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 \$500,000.00 each occurrence, \$1,000,000.00 (\$1 million) aggregate.

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. ENVIRONMENTAL RESPONSE ACT LIABILITY – 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 such insurance.

The successful bidder agrees to hold harmless the City, its elected and appointed officials, employees and volunteers and other working on 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, directly 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. INDEMNIFICATION – 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 expenses (including reasonable attorney fees and costs of litigation, investigation, 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 the 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 thirty (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 know 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 do so furnish evidence satisfactory to the Owner of the bidder's experience and familiarity with the 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 prospective bidder has intentionally misled or deceived the Owner by falsifying or withholding information regarding previous job performances in order to gain approval, he or she 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 quantity 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 equipment necessary for the full and complete execution of the work at and for the prices contained in his/her proposal, and shall furnish to the Owner such surety for the faithful performance of said contract and for payment of all materials used in the work and for all labor expended thereon and for the maintenance and guarantee of their work, and shall provide Owner with insurance certificates and policies as proscribed in the Insurance Section of the Specifications.

PART II PROJECT SPECIFICATIONS

2.1 GENERAL

The City of Burton is a predominantly residential community located in the heart of Genesee County, Michigan. The 2010 U.S. Census recorded the City of Burton's population at 29,999 residents within an area of roughly 23.5 square miles and 177.9 miles of streets. There are currently approximately 10,905 units in the city for trash collection purposes. The contractor shall be responsible for determining the 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 of Burton to select a contractor to provide the collection and disposal services as outlined in these specifications.

The successful bidder promised and agrees to establish and maintain a regular schedule for the curbside 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 residents and residences within the City of Burton. The current pick-up schedule for solid waste, yard waste and recyclable solid waste is shown on the map attached hereto. The City prefers to maintain the current pick-up schedule.

Each bidder shall be responsible for fully acquainting themselves with all aspects of the conditions associated with 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 all related factors. The successful bidder shall comply with 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 vehicle therein. Failure or omission of any bidder to examine any instrument, form or other document, visit the site and acquaint themselves with existing conditions, number of pickups,



laws, rules, etc., shall in no way relieve them of 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 the contract.

2.2 SERVICES

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 at curbside for collection unless the item or waste product is specifically excluded in the Agreement between the City and the 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, 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, craft paper yard waste bags, etc.) or prepared for collection in accordance with rules and regulations for yard waste disposal. 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 processing/composting 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 recycling bin) that is provided by the City. However, the recyclables may be comingled 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 dumpsters 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 disposed of properly.

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 and subject to the requirements of the Americans with Disabilities Act. The City will be provided with a copy of the T

E. Emergency or Disaster Services

The Contractor shall provide upon 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 the service will be mutually negotiated between the Contractor and the City.

2.4 COLLECTION RESTRICTIONS

A. Items Refused for Pick-up

The Contractor shall provide the City a list of items or types of solid waste that will not be collected, 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 a 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 and/or approved plastic or paper refuse bags closed at the top. Any container weighing less than sixty (60) pounds (container and contents combined) must be collected.

C. Notice of Non-Conforming Container or Waste

All non-conforming containers, bundles or waste shall be tagged and emptied if reasonably possible. The tag shall indicate the reason the waste was not collected or why the container

was deemed 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; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and, 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 written notice to the City's Representative highlighting the specific dates of the holidays affecting service for the upcoming year.

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 timeframe.

D. Routes

Upon request, the Contractor shall provide the City's Representative a map of collection routes used by the Contractor to provide service 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 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 contract.

**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.

Attachment: wastecollectionbiddocs (4795 : Solid Waste Collection and Disposal Services 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.

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 below 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, 2020 – June 30, 2021

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, 2021 – June 30, 2022

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, 2022 – June 30, 2023

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, 2023 – June 30, 2024

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, 2024 – June 30, 2025

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 _____, 2020, by and between the City of Burton, a Michigan Governmental Corporation, herein called the "Owner," and _____ doing business as _____ (a Corporation) (Partnership) (Individual) in the County of _____ in the State of Michigan, hereinafter called the "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made 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 (\$_____) 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 work 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 through June 30, 2025.

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

Attachment: wastecollectionbiddocs (4795 : Solid Waste Collection and Disposal Services contract)

WITNESS:

CITY OF BURTON

Duane Haskins, Mayor

RACHEAL BOGGS, Clerk

CONTRACTOR

Company Name

BY: Name and Title

Signature

Address

City, State, ZIP Code

Attachment: wastecollectionbiddocs (4795 : Solid Waste Collection and Disposal Services contract)

PERFORMANCE BOND

KNOW ALL 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 be these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said _____, did, on the _____ day of _____, 2020, 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 _____, 2020.

WITNESSES:

_____(seal)
Principal

_____(seal)
Surety

Attachment: wastecollectionbiddocs (4795 : Solid Waste Collection and Disposal Services contract)

City of Burton Waste Collection Bids

Company	2020-2021 Carted	2021-2022 Carted	2022-2023 Carted	2023-2024 Carted	2024-2025 Carted	Total Monthly Increase Over 5 Years	Average Monthly Rate Over 5 years	Total 5-Year Contract Cost	Notes
GFL	\$15.75	\$16.14 (+\$.39)	\$16.54 (+\$.40)	\$16.95 (+\$.41)	\$17.37 (+\$.42)	\$1.62	\$16.55	\$10.83 million	Calculations based on 10,905 units.
Emterra	\$15.12	\$15.42 (+\$.30)	\$15.73 (+\$.31)	\$16.20 (+\$.47)	\$16.69 (+\$.49)	\$1.57	\$15.83	\$10.36 million	Calculations based on 10,905 units.
Waste Management	\$14.50	\$15.23 (+\$.73)	\$15.99 (+\$.76)	\$16.79 (+\$.80)	\$17.62 (+\$.83)	\$3.12	\$16.03	\$10.49 million	Calculations based on 10,905 units.
Republic	\$13.99	\$14.41 (+\$.42)	\$14.84 (+\$.43)	\$15.29 (+\$.45)	\$15.75 (+\$.46)	\$1.76	\$14.86	\$9.72 million	Calculations based on 10,905 units.
Priority Waste	\$17.55	\$17.94 (+\$.39)	\$18.34 (+\$.40)	\$18.75 (+\$.41)	\$19.16 (+\$.41)	\$1.61	\$18.35	\$12.01 million	Calculations based on 10,905 units.
Company	2020-2021 Non-Carted	2021-2022 Non-Carted	2022-2023 Non-Carted	2023-2024 Non-	2024-2025 Non-	Total Monthly Increase Over 5 Years	Average Monthly Rate Over 5 years	Total 5-Year Contract Cost	Notes
GFL	\$14.15	\$14.50 (+\$.35)	\$14.86 (+\$.36)	\$15.23 (+\$.37)	\$15.61 (+\$.38)	\$1.46	\$14.87	\$9.73 million	Calculations based on 10,905 units.
Emterra	\$12.92	\$13.17 (+\$.25)	\$13.44 (+\$.27)	\$13.84 (+\$.40)	\$14.26 (+\$.42)	\$1.34	\$13.53	\$8.85 million	Calculations based on 10,905 units.
Waste Management	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Calculations based on 10,905 units.
Republic	\$13.64	\$14.05 (+\$.41)	\$14.47 (+\$.42)	\$14.90 (+\$.43)	\$15.35 (+\$.45)	\$1.71	\$14.48	\$9.47 million	Calculations based on 10,905 units.
Priority Waste	\$15.55	\$15.94 (+\$.39)	\$16.33 (+\$.39)	\$16.74 (+\$.41)	\$17.16 (+\$.42)	\$1.61	\$16.34	\$10.69 million	Calculations based on 10,905 units.



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

Meeting: 06/01/20 07:00 PM
Department: Clerk's Office
Category: Budget
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.5

ADOPTED

AGENDA ITEM (ID # 4796)

DOC ID: 4796

Approve and authorize the tax millage levy of 1.8673 mills for the Downtown Development Authority in the affected district for the 2020-2021 fiscal year.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley



ADOPTED

AGENDA ITEM (ID # 4801)

DOC ID: 4801

Approve and authorize the proposed 2020-2021 fiscal year Downtown Development Authority Budget.

COMMENTS - Current Meeting:

Mr. Fenner asked for an update regarding Back to the Bricks. Is the committee going to still have the event?

Mayor Haskins stated they are in the planning stages. I think right now the only thing they are going to establish is the rolling cruise. They are waiting to see what happens in the next month or so.

Mr. Fenner stated the DDA contributes money to the Police Department for enforcement during the cruise. If the event is cancelled, will that money revert back to the DDA?

Mayor Haskins stated it is approved in the DDA budget but it has to be transferred out to pay the Police Department.

ATTACHMENTS:

- DDA Proposed Budget 2020-21(PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Gregory Fenner, Vice President
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

BUDGET REPORT FOR CITY OF BURTON
Fund: 5013 DOWNTOWN DEVELOPMENT AUTHORITY
Calculations as of 06/30/2020

GL NUMBER	DESCRIPTION	2018-19 ACTIVITY	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	2019-20 ACTIVITY THRU 06/30/20	2019-20 PROJECTED ACTIVITY	2020-21 DEPT REQUESTED BUDGET
ESTIMATED REVENUES							
Dept 0000							
5013-0000-403.0000	CURRENT TAX REVENUE	33,266	34,500	34,500	30,889	34,500	35,400
5013-0000-404.0000	TAX CHARGEBACKS	(225)					
5013-0000-407.0000	DELINQUENT PERSONAL TAXES	3	100	100		100	
5013-0000-573.0000	LOC COMM STABILIZ SHR APPROPR (STP		800	800		800	
5013-0000-666.0000	INVESTMENT INTEREST	3,347	500	500	2,538	500	3,000
5013-0000-669.0000	INVESTMENT GAINS AND LOSSES	797					
Totals for dept 0000 -		37,188	35,900	35,900	33,427	35,900	38,400
TOTAL ESTIMATED REVENUES		37,188	35,900	35,900	33,427	35,900	38,400
APPROPRIATIONS							
Dept 0000							
5013-0000-757.0000	OPERATING EXPENDITURES	78	500	500	77	500	500
5013-0000-808.0000	AUDIT & OTHER PROFESSIONAL SERVICE	383	500	500	377	500	500
5013-0000-818.0001	SAGINAW ST CORRIDOR	1,210	10,000	10,000		10,000	10,000
5013-0000-826.0000	LEGAL		500	500		500	500
5013-0000-879.0000	PUBLIC RELATIONS	625	1,000	1,000	600	1,000	1,000
5013-0000-880.0000	COMMUNITY DECORATIONS	6,341	10,000	8,000	314	8,000	8,000
5013-0000-938.0000	LANDSCAPE/MAINTENANCE	1,270	3,400	3,400	54	3,400	3,400
5013-0000-956.0000	MISCELLANEOUS	482	2,000	2,000		2,000	2,000
5013-0000-999.1001	TRANSFER TO GENERAL FUND			2,000	2,000	2,000	2,000
5013-0000-999.2007	TRANSFER TO POLICE FUND	5,000	5,000	5,000	5,000	5,000	5,000
5013-0000-999.4001	TRANSFER TO CAPITAL IMPROV.	3,000	3,000	3,000	3,000	3,000	3,000
Totals for dept 0000 -		18,389	35,900	35,900	11,422	35,900	35,900
TOTAL APPROPRIATIONS		18,389	35,900	35,900	11,422	35,900	35,900
NET OF REVENUES/APPROPRIATIONS - FUND 5013		18,799			22,005		2,500
BEGINNING FUND BALANCE		188,778	207,577	207,577	207,577	207,577	207,577
ENDING FUND BALANCE		207,577	207,577	207,577	229,582	207,577	210,077

Attachment: DDA Proposed Budget 2020-21 (4801 : DDA Proposed Budget 2020-21)



ADOPTED

AGENDA ITEM (ID # 4797)

DOC ID: 4797

Approve and authorize the following tax millages and fees to be levied for the 2020-2021 fiscal year: General Operating 4.0000 mills; Voted Police 0.9834, Voted Police 0.9958, Voted Police 6.4727 (8.4519 total); Voted Fire 0.9958 a Property Tax Administration Fee of 1% on all tax statements and additional 4% late penalty charge when delinquent.

COMMENTS - Current Meeting:

Mr. Heffner stated if this would have failed, our Police and Fire Departments would have went unfunded.

ATTACHMENTS:

- Resolution 2020-3 Budget FY 2020-21 General Appropriations (DOCX)

RESULT:	CARRIED [5 TO 2]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley
NAYS:	Dennis O'Keefe, Danny Wells

**RESOLUTION 2020-3
CITY OF BURTON RESOLUTION
APPROVING ALL GENERAL APPROPRIATION FUNDS
FOR THE FISCAL YEAR 2020-2021**

WHEREAS, Pursuant to the Official Charter of the City of Burton, the fiscal and budget year of the city shall begin on the first day of July of each year and end on the thirtieth day of June of the following year, and

WHEREAS, Pursuant to the Official Charter of the City of Burton, the adoption of the fiscal year budget shall be made by the City Council, by resolution, at a regular meeting, held no later than the second Monday in June, and

WHEREAS, Pursuant to the Official Charter of the City of Burton, a public hearing shall be held not less than one week before its final adoption, and

WHEREAS, Pursuant to the Official Charter of the City of Burton, said resolution shall designate the sum to be raised by taxation for the general purposes of the city and for payment of principal and interest on its indebtedness,

THEREFORE BE IT RESOLVED, this 1st day of June 2020, that in accordance with the Official Charter of the City of Burton and all applicable federal and state statutes, the Burton City Council has found the proposed budget for fiscal year 2020-2021 is in such form, arrangement and content as required and that all estimates of revenue and appropriation are reasonable, accurate and correctly stated, and

FURTHER RESOLVING, that the taxation rates for the fiscal year 2020-2021 are verified and set as follows: The General Operating rate at 4.0000 mills, the Police Operating rates totaling 8.4519 mills, the Fire Operating rate at 0.9958 of a mill, and the Downtown Development Authority Operating rate at 1.8673 mills and that in itemization, form, arrangement and content, the Fiscal Year 2020-2021 budget will permit the exercise of the Mayor and Controller functions within the municipality in accordance with the Official Charter of the City of Burton and all applicable federal and state statutes and regulations.

Moved by:

Seconded by:

Members voting YAY:

Members voting NAY:

Absent:

CERTIFICATION

I, Racheal Boggs, Burton City Clerk, attest and certify that the above budget resolution was approved by a majority vote of the members of the Burton City Council at its regular meeting held at 7:00 PM on Monday, June 1, 2020.

Racheal Boggs, City Clerk

Date



ADOPTED

AGENDA ITEM (ID # 4798)

DOC ID: 4798

Approve and authorize the City of Burton Budget Resolution for all General Appropriation Act Funds for the 2020-2021 fiscal year and that the City of Burton Budget be adopted on a departmental basis.

COMMENTS - Current Meeting:

Mr. Heffner congratulated the Mayor and his team on completing your first budget. You did a phenomenal job.

ATTACHMENTS:

- Budget Workshop recommended changes 2020-21 Budget (PDF)
- Budget Resolution FY 2020-21 (DOC)

RESULT:	CARRIED [6 TO 1]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Smith, Fenner, Conley
NAYS:	Danny Wells

Budget Workshop Recommended Changes to 2020-21 Budget

Updated May 28, 2020

GL#	Description	Fund	Proposed Budget	Recommended Changes	Increase (Decrease)	Notes
1001-0000-403.0000	Current Real/Personal Taxes	General Fund	2,432,700	2,522,700	90,000	Updated to reflect estimated collect
1001-0000-574.0000	State Shared Revenue	General Fund	2,868,600	2,646,700	(221,900)	Updated to reflect revised estimate from S
2002-4074-757.7100	Material Signs	Major Streets Fund	20,000	50,000	30,000	Solar stop sign Vassar/Athe
2002-4082-703.0000	Administration Salaries-Admin	Major Streets Fund	19,200	24,300	5,100	Reclassify budget to proper salary acc
2002-4082-708.0000	Shared Salaries-Admin	Major Streets Fund	29,000	23,900	(5,100)	Reclassify budget to proper salary acc
2003-4082-703.0000	Administration Salaries-Admin	Local Streets Fund	13,900	17,300	3,400	Reclassify budget to proper salary acc
2003-4082-708.0000	Shared Salaries-Admin	Local Streets Fund	19,200	15,800	(3,400)	Reclassify budget to proper salary acc
2006-0000-403.0000	Current Real/Personal Taxes	Fire Fund	607,900	628,000	20,100	Updated to reflect estimated collect
2006-2006-977.7089	New Equipment	Fire Fund	30,000	55,000	25,000	Additional tornado s
2007-0000-403.0000	Current Real/Personal Taxes	Police Fund	5,160,000	5,330,400	170,400	Updated to reflect estimated collect
2049-2061-706.0000	Salaries Permanent	Building Dept Fund	105,200	150,000	44,800	Add a code enforcer pos
2049-2061-718.0000	Retirement-MERS Retirees	Building Dept Fund	22,300	26,800	4,500	Add a code enforcer pos
2049-2061-719.0000	Fringe Benefits	Building Dept Fund	69,200	104,900	35,700	Add a code enforcer pos
2049-2061-959.0000	Condemned Housing	Building Dept Fund	80,000	180,000	100,000	Add \$100,000 more for condemned housing /demolit
2075-0000-691.0000	Transfer from Other Funds	Memorial Day Race Fund	0	1,869	1,869	Transfer funds from Burton Mile Fund to Memorial Day Race I
2077-7051-999.0000	Transfer to Other Funds	Burton Mile Fund	0	1,869	1,869	Transfer funds from Burton Mile Fund to Memorial Day Race I
5090-5090-708.0000	Shared Salaries	Sewer Fund	83,800	93,100	9,300	Correct allocation of sal
5090-5090-718.0000	Retirement-MERS Retirees	Sewer Fund	107,400	108,300	900	Correct allocation of sal
5090-5090-719.0000	Fringe Benefits	Sewer Fund	279,200	284,200	5,000	Correct allocation of sal
5091-5091-708.0000	Shared Salaries	Water Fund	71,900	62,600	(9,300)	Correct allocation of sal
5091-5091-718.0000	Retirement-MERS Retirees	Water Fund	82,200	81,300	(900)	Correct allocation of sal
5091-5091-719.0000	Fringe Benefits	Water Fund	233,200	228,200	(5,000)	Correct allocation of sal
5091-5091-968.0000	Depreciation Expense	Water Fund	675,000	690,000	15,000	Depreciation expense on water tower interior pai

Attachment: Budget Workshop recommended changes 2020-21 Budget (4798 : Budget Resolution 2020-4)

CITY OF BURTON
GENESEE COUNTY MICHIGAN

RESOLUTION 2020-4

RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF BURTON, A MUNICIPAL CORPORATION OF GENESEE COUNTY, DOES HEREBY:

_____ moved and _____ seconded the following:

**Approve and authorize the City of Burton Budget
Resolution for all General Appropriation Act Funds for the
2020-2021 fiscal year and that the City of Burton Budget be
adopted on a departmental basis.**

CERTIFICATION:

I, Racheal Boggs, City Clerk of Burton, do certify that the above Resolution was duly adopted in conformance with Act 267 Public Acts of Michigan, 1976, at a Regular Council Meeting of the City of Burton Council held at Burton City Hall, June 1, 2020 by the following vote:

Ayes:

Nays:

Absent:

Dated: June 1, 2020

Racheal Boggs, City Clerk

Attachment: Budget Resolution FY 2020-21 (4798 : Budget Resolution 2020-4)